

**Appendix C**  
**Loan Portfolio Guarantee Agreement and amendments thereto**

# **EXECUTION AGREEMENT**

## **LOAN PORTFOLIO GUARANTEE AGREEMENT**

**Guarantee No: 497-DCA-19-012**

Between

THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

and

WLB ASSET II PTE LTD

WLB ASSET II B PTE LTD

WLB ASSET II C PTE LTD

WLB ASSET II D PTE LTD

each a Guaranteed Party

and

IMPACT INVESTMENT EXCHANGE PTE LTD  
the Facility Manager

### **Appropriation:**

Budget Plan Code:

Strategic Objective:

Amount Obligated: USD5,750,000

Guarantee Number: 497-DCA-19-012

Fund Cite: LA/2018/2020; LA/2018/2020; LA-1/2014/2020; LA-GD-1/2016/2022

The information contained in this Loan Portfolio Guarantee Agreement may include trade secrets and commercial or financial information which may be privileged and confidential and may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. 552. Furthermore, this information may be prohibited from disclosure under the Trade Secrets Act, 18 U.S.C. 1905.

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Dated as of: September 06, 2019

Fiscal Year of Agreement: **FY19**

## **LOAN PORTFOLIO GUARANTEE AGREEMENT**

**Durreen Shahnaz**  
**Director**  
**WLB Asset II Pte Ltd**  
**WLB Asset II B Pte Ltd**  
**WLB Asset II C Pte Ltd**  
**WLB Asset II D Pte Ltd**  
**1 King George's Avenue**  
**#05-00 Rehau Building**  
**Singapore 208557**

**Robert Kraybill**  
**Managing Director, Portfolio Management and Chief Investment Officer**  
**Impact Investment Exchange Pte Ltd**  
**1 King George's Avenue**  
**#05-00 Rehau Building**  
**Singapore 208557**

**Subject:** Asia Regional Loan Portfolio Guarantee No. 497-DCA-19-012

To the Parties Listed Herein:

The United States Agency for International Development ("**USAID**") on behalf of the Government of the United States of America hereby agrees to partially guarantee certain Qualifying Loans (as hereinafter defined) made by WLB Asset II Pte Ltd, WLB Asset II B Pte Ltd, WLB Asset II C Pte Ltd, WLB Asset II D Pte Ltd (each, a "**Guaranteed Party**" and collectively, the "**Guaranteed Parties**") in accordance with the provisions of the following attached documents: (1) the Guarantee Term Sheet and (2) the Standard Terms and Conditions. These two attached documents, together with all appendices thereto and this letter, constitute the guarantee agreement (the "**Agreement**"). Impact Investment Exchange Pte Ltd is the facility manager (the "**Facility Manager**") to the Guaranteed Parties and party to the Agreement. USAID, the Guaranteed Parties, and the Facility Manager are each a "**Party**" and together, the "**Parties**." Unless otherwise defined, capitalized terms used in the Agreement shall have the meanings ascribed to them in Article XIV of the Standard Terms and Conditions.

Please confirm your acceptance of the terms of the Agreement by signing in the place indicated below and returning two fully executed copies to USAID.

Attached: Attachments 1 (Guarantee Term Sheet) and 2 (Standard Terms and Conditions)



Sincerely,



**Erin E. McKee**  
**Mission Director**  
**USAID/Indonesia**

Date: 06 SEP 2019

Signature Page to Guarantee No. 497-DCA-19-012

Accepted and agreed:

  
By: Durreen Shahnaz

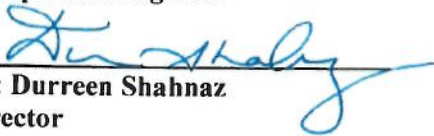
Director

WLB Asset II Pte Ltd

Date: 06 SEP 2019

Signature Page to Guarantee No. 497-DCA-19-012

Accepted and agreed:

  
By: Durreen Shahnaz  
Director  
WLB Asset II B Pte Ltd

Date: 06 Sep 2019

Signature Page to Guarantee No. 497-DCA-19-012

Accepted and agreed:

  
By: Durreen Shahnaz  
Director

WLB Asset II C Pte Ltd

Date: 06 SEP 2019

Signature Page to Guarantee No. 497-DCA-19-012

**Accepted and agreed:**

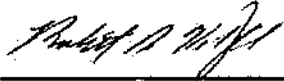
  
By: **Durreen Shahnaz**  
**Director**

WLB Asset II D Pte Ltd

**Date:** 06 sep 2019

Signature Page to Guarantee No. 497-DCA-19-012

**Accepted and agreed:**



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**By: Robert Kraybill**  
**Managing Director**  
**Impact Investment Exchange Pte Ltd**

**Signature Page to Guarantee No. 497-DCA-19-012**

## Attachment 1 (Guarantee Term Sheet)

**A. GUARANTEE PURPOSE.** The USAID guarantee (the “**Guarantee**”) provided under the terms and conditions of this Loan Portfolio Guarantee Agreement (this “**Agreement**”) is intended to strengthen each Guaranteed Party’s ability to provide loans to microfinance institutions and impact enterprises across South and Southeast Asia with the goal of empowering women to transition to sustainable livelihoods through access to both capital and resources and opportunities to participate in the labor force. The guaranteed loans shall be funded with proceeds from a series of up to four bond issuances over time, thus mobilizing capital from private investors through the capital markets.

**B. THE GUARANTEE.** To induce the Guaranteed Parties to make “Qualifying Loans” to “Qualifying Borrowers,” the Parties agree to the following terms:

- 1. Maximum Authorized Portfolio Amount:** The aggregate principal amount outstanding of all Qualifying Loans covered under the Agreement at any one time shall not exceed the Local Currency equivalent of one hundred million U.S. Dollars (US\$100,000,000).
- 2. Maximum Cumulative Disbursements Amount:** The maximum cumulative amount of all loan disbursements made under Qualifying Loans shall not exceed one hundred million U.S. Dollars (US\$100,000,000).
- 3. Maximum Cumulative Disbursements Sub-Amount:** The maximum cumulative sub-amount of disbursements made under Qualifying Loans shall initially not exceed the following amounts for each respective Guaranteed Party:

WLB Asset II Pte Ltd (US\$23,600,000)	Twenty three million six hundred thousand U.S. Dollars
WLB Asset II B Pte Ltd	Twenty-six million U.S. Dollars (US\$26,000,000)
WLB Asset II C Pte Ltd	Twenty-six million U.S. Dollars (US\$26,000,000)
WLB Asset II D Pte Ltd (US\$24,400,000)	Twenty-four million four hundred thousand U.S. Dollars

No disbursement made under a Qualifying Loan by a Guaranteed Party shall be eligible for coverage under the Agreement unless the amount of such disbursement, together with all previous disbursements made under Qualifying Loans by that Guaranteed Party, does not exceed the Maximum Cumulative Disbursement Sub-Amount for that Guaranteed Party.

- 4. Reallocations:** In the event that the Facility Manager determines that any of the three Guaranteed Parties requires more or less of its Maximum Cumulative Disbursements Sub-Amount at any time in furtherance of the Guarantee Purpose, the Facility Manager may request, subject to written agreement by USAID, that all or part of the unused portion of the Maximum Cumulative Disbursements Sub-Amount of one Guaranteed Party be reallocated to another Guaranteed Party.
- 5. Maximum Cumulative Principal Amount of Qualifying Loans Made Per Qualifying Borrower:** The Local Currency equivalent of seven million U.S. Dollars (US\$7,000,000), cumulatively calculated among the Guaranteed Parties, but in no event greater than the Local Currency equivalent of five million U.S. Dollars (US\$5,000,000) per Guaranteed Party, unless otherwise agreed by USAID in writing. The foregoing includes the sum of principal loan disbursements made to a Qualifying Borrower and to any of its Affiliates.

6. **Guarantee Percentage:** Fifty percent (50%) of the Guaranteed Parties' net losses of principal only with respect to Qualifying Loans, not to exceed the Guarantee Ceiling.
7. **Guarantee Ceiling:** Fifty million U.S. Dollars (US\$50,000,000), which represents USAID's maximum liability.
8. **Guarantee Ceiling Sub-Amount:** With respect to each Guaranteed Party, the Guarantee Ceiling-Sub Amount shall be fifty percent (50%) of such Guaranteed Party's Maximum Cumulative Disbursements Sub-Amount, which represents USAID's maximum liability under this Agreement with respect to any Guaranteed Party. The following represents each Guaranteed Party's initial Guarantee Ceiling Sub-Amount, which may be updated pursuant to Section 4 of the Term Sheet:
 

WLB Asset II Pte Ltd	Eleven million eight hundred thousand U.S. Dollars (US\$11,800,000)
WLB Asset II B Pte Ltd	Thirteen million U.S. Dollars (US\$13,000,000)
WLB Asset II C Pte Ltd	Thirteen million U.S. Dollars (US\$13,000,000)
WLB Asset II D Pte Ltd	Twelve million two hundred thousand U.S. Dollars (US\$12,200,000)
9. **Final Date for Disbursements of Qualifying Loans:** Any disbursements made in association with any existing or newly reported Qualifying Loans must be made before March 31, 2025.
10. **Coverage Expiration Date:** September 30, 2029.
11. **Final Date for Submitting Claims:** 180 days after the Coverage Expiration Date except as set forth in Article V of the Standard Terms and Conditions attached hereto, provided that no claims may be submitted in connection with any default on a Qualifying Loan that occurs after the Coverage Expiration Date.
12. **Currency of Qualifying Loans:** Qualifying Loans placed under the Guarantee shall be in Local Currency and U.S. Dollars; provided, however, that Qualifying Loans shall be made in the currency of a Qualifying Borrower's operations, unless (i) the applicable Guaranteed Party has demonstrated that, with respect to the Qualifying Borrower's business and operations, the regulatory regime governing external borrowings, or the ability of the Guaranteed Party to apply a hedging mechanism, there is a valid reason for a Qualifying Loan to be made in a currency other than the currency of a Qualifying Borrower's operations and/or the loan has been hedged either by a Guaranteed Party or the Qualifying Borrower; (ii) the applicable Guaranteed Party has determined in accordance with its standard credit analysis the Qualifying Borrower's ability to repay the applicable Qualifying Loan; and (iii) the Guaranteed Parties have received USAID's written approval for a Qualifying Loan to be made in another currency, prior to placing such Qualifying Loan under coverage of the Guarantee, which USAID shall use its best endeavors to provide within 30 days from the written request to USAID from the Guaranteed Parties for such approval. For the avoidance of doubt, this Guarantee Agreement is not a currency hedging instrument nor an alternative to such.
13. **Qualifying Loan Maturity Date:** For each Qualifying Loan, the maturity date for the entire principal amount of such Qualifying Loan shall be no less than 12 months from the date of the initial disbursement of the Qualifying Loan, unless otherwise agreed by USAID in writing.
14. **Currency of Guarantee Payment:** Claim payments made by USAID under the Guarantee and in accordance with this Agreement shall be in U.S. Dollars. For claim payments on a non-USD Qualifying



Loan, the U.S. Dollar amount of the claim payment will be determined based on the U.S. Treasury Exchange Rate at the time of claim submission (as further specified in Section 13.04), which shall be calculated on the ninetieth (90th) day following the date a written final demand for full payment under the Qualifying Loan has been made by a Guaranteed Party against the Defaulting Borrower.

15. **Guarantee Reporting Periods:** The first Guarantee Reporting Period will commence upon the date of the Agreement and end on March 31, 2020. Subsequent Guarantee Reporting Periods will consist of six months, beginning with the six-month period from April 1, 2020 to September 30, 2020. The final Guarantee Reporting Period will end on the Coverage Expiration Date, and may be less than a six-month period. USAID may revise any Guarantee Period with prior written notification to the Guaranteed Parties in writing.
16. **Risk Analysis:** The Parties understand that USAID has conducted a detailed risk-based review of each Guaranteed Party and the Facility Manager, including a review of each Guaranteed Parties' and Facility Manager's management, corporate governance, risk analysis, financial condition, asset quality, credit policies and credit approval procedures.

**C. CRITERIA FOR QUALIFYING LOANS.** In addition to the criteria set forth in the Standard Terms and Conditions, the following criteria apply for a Qualifying Loan to be placed under coverage under this Agreement.

17. **Qualifying Loan:** A Loan made by a Guaranteed Party to a "Qualifying Borrower" on or after the date of the Agreement, which meets the criteria specified in Section 2.02 of the Standard Terms and Conditions. No Qualifying Loan shall be eligible for coverage under the Agreement if more than fifty percent (50%) of total payments of principal on such Loan is guaranteed (including this Guarantee) (excluding, however, a guarantee from the parent company or an individual shareholder of the Qualifying Borrower and/or from a subsidiary of the Qualifying Borrower, which serves as collateral).
18. **Qualifying Borrowers:** Privately owned micro-, small-, and medium-sized enterprises (MSMEs) including but not limited to enterprises operating in the sustainable agriculture and clean energy sectors or microfinance institutions (MFIs) deemed to have a positive impact on women's livelihoods. Both types of borrowers (MSMEs and MFIs) must comply with the Guaranteed Parties' impact criteria (as outlined in further detail in Appendix 7), such as companies that have low-income or marginalized women as their main target beneficiaries; provided, however, that a Qualifying Borrower cannot be an Affiliate of the applicable Guaranteed Party. A Qualifying Borrower includes any Affiliate of that Qualifying Borrower. Any question regarding who is a Qualifying Borrower may be resolved in consultation with USAID, and USAID may waive in writing any restriction on loans to Affiliates. No change shall be made to the impact criteria set out in Appendix 7 without the prior written consent of USAID.
19. **Eligible Countries:** "Eligible Countries" are the countries which are acceptable locations for Qualifying Loans. Schedule 1 of this Agreement specifies each Eligible Country and the applicable weight corresponding thereto (each, a "Country Weight" or "CW") for purposes of calculating the Total Country Weight Value.

A Guaranteed Party may request, in writing, that USAID includes additional Eligible Countries and USAID may approve such in writing, at its sole discretion. USAID may also, in writing, remove Eligible Countries or modify the Country Weight applicable to such countries, at its sole discretion. For the avoidance of doubt, no change in the Country Weight applicable to an Eligible Country shall affect

the eligibility of a Qualifying Loan that was placed under the coverage of the Agreement prior to the effective date of any such change.

**20. Total Country Weight Value:** The “Total Country Weight Value” means the sum of each Qualifying Loan weighted by its Country Weight Group, determined by the country in which the loan was made, as provided in Schedule 1. The Total Country Weight Value shall be calculated as follows:

- (i) Determine the total dollar value of all existing Qualifying Loans, including Qualifying Loans that have already matured (the “**Total Qualifying Value of USAID Guaranteed Loans**”);
- (ii) For each Qualifying Loan, determine the “**Country Weight Value**” by doing the following:
  - a. Divide the principal amount of such Qualifying Loan by the Total Qualifying Value of USAID Guaranteed Loans (each, such Qualifying Loan’s “**Percentage of the Total Qualifying Value Guaranteed by USAID**”);
  - b. Then, multiply the Percentage of the Total Qualifying Value Guaranteed by USAID by the Country Weight applicable to such Qualifying Loan;
- (iii) Calculate the sum of the products from steps (i) and (ii) to obtain the Total Country Weight Value.

At the end of each Guarantee Reporting Period, the Facility Manager shall provide a full report detailing each Qualifying Loan and the calculation of the Total Country Weight Value as set forth in Schedule 2. At the end of each Guarantee Reporting Period, the Total Country Weight Value shall not exceed 4.0 (the “**Maximum Country Weight Value Requirement**”).

In the event that the applicable Guaranteed Party has failed to comply with the Maximum Country Weight Value Requirement as of the end of a Guarantee Reporting Period, the Qualifying Loan(s) placed under coverage of this Agreement that results in a breach of the Maximum Country Weight Value Requirement shall not be covered by the Guarantee until such time as the Total Country Weight Value is reduced to 4.0 or less. In the event that multiple loans are placed under coverage at the same time, and such loans collectively cause a breach of the Maximum Country Weight Value Requirement, all such loans shall not be covered by the Guarantee until the Total Country Weight Value is reduced to 4.0 or less.

#### **D. USAID GUARANTEE FEES.**

**21(a). Origination Fee:** For each Guaranteed Party, thirty basis points (0.30%) of the Maximum Cumulative Disbursements Sub-Amount for such Guaranteed Party, as further set out in Article IV of the Standard Terms and Conditions, and shall not be less than US\$300,000.

At any time a Guaranteed Party receives an increase in its Maximum Cumulative Disbursements Sub-Amount, a corresponding Origination Fee will be charged to such Guaranteed Party. For example, if a Guaranteed Party increases its Maximum Cumulative Disbursements Sub-Amount by \$1,000,000, there would be an additional Origination Fee of \$3,000. However, if such increase in the Maximum Cumulative Disbursements Sub-Amount of a Guaranteed Party results

from a reallocation of a portion of the Maximum Cumulative Disbursements Sub-Amount from another Guaranteed Party (pursuant to Section 4 of the Term Sheet, or otherwise) and that other Guaranteed Party has previously paid an Origination Fee that reflected such amount, then no additional Origination Fee shall be payable under this Section 21(a).

- 21(b).**     **Utilization Fee:** For each Guaranteed Party, one half of one percent (0.50%) per annum of the average outstanding principal amount of such Guaranteed Party's Qualifying Loans that is guaranteed by USAID. This amount is to be calculated by multiplying one half of one percent (0.50%) per annum by the average of the principal amount outstanding of all Qualifying Loans at the end of the two most recent Guarantee Reporting Periods. The Utilization Fee is payable semi-annually, as billed.

For illustrative purposes only, a hypothetical Utilization Fee is calculated as follows:

- 0.50% per annum fee of average outstanding principal amount of all Qualifying Loans.
- Outstanding principal amount for the two most recently ended Guarantee Reporting Periods are \$300,000 and \$100,000; resulting in an average of \$200,000.
- Utilization Fee for the six-month period is 0.25% (i.e. half of the 0.50% per annum rate) of \$200,000, which equals \$500.

- 22.**     **Currency of Guarantee Fee Payments:** U.S. Dollars or Local Currency with respect to each of the Origination Fee and Utilization Fee, as further specified in Section 4.03 of the Standard Terms and Conditions.

## **E. MISCELLANEOUS.**

- 23.**     **Payment Instructions:**

(1) U.S. Dollar payments to USAID shall be made directly to the U.S. Department of Treasury's account with the Federal Reserve Bank of New York via electronic funds transfer for further credit to USAID. U.S. Dollar wire transfers may be made via a U.S. commercial bank (U.S. Fedwire Participant Bank – Type Code 10) or, if required, via a Central Bank with an account with the Federal Reserve (Type Code 15).

The following information shall be included in the wire transfer instructions:

### **OPTION 1: FEDWIRE - US Dollars**

Receiving Financial Institution.....TREAS NYC

Receiving ABA Number.....0210-3000-4 (must use 9 digit)

Beneficiary ID.....72000001

Beneficiary.....US Agency for International Development

Beneficiary Information..... [Insert name of Guaranteed Party], [Insert Agreement number], Reason for payment (e.g., Origination Fee, Utilization Fee, etc.)

### **OPTION 2: SWIFT - US Dollars**

Receiving Financial Institution.....TREAS NYC

Receiving ABA Number.....0210-3000-4 (must use 9 digit)

Beneficiary ID.....FRNYUS33 (BIC code)

Beneficiary.....US Agency for International Development

Beneficiary Account Number.....72000001

Beneficiary Information..... [Insert name of Guaranteed Party], [Insert Agreement number],

Reason for payment (e.g., Origination Fee, Utilization Fee, etc.)

(2) Local Currency payments to USAID may be made either:

- (i) directly to the Embassy Cashier in-country via a check made payable to U.S. Embassy Jakarta, applying the same Beneficiary information as stated above.
- (ii) Via an Electronic Funds Transfer (EFT). The following information shall be included in the EFT instructions:

Account name: US Disbursing Officer

Account Number: 30601121209

Bank Name: Standard Chartered Bank

SWIFT/ABA: SCBLIDJX

BS/Routing Number: 0500306

**24. Address for Notices:**

USAID:

USAID/Indonesia

Jl. Medan Merdeka Selatan No. 3 - 5

Jakarta 10110, Indonesia

Tel: +62 21 5740565

Attn: Mission Director

A copy of each such notice to USAID shall also be sent by mail:

U.S. Agency for International Development

Development Credit Authority

E3/DCA, Rm. 2.10, RRB

1300 Pennsylvania Ave., N.W.

Washington, DC 20523

Tel: 202-712-1380

Attn: Relationship Manager

GUARANTEED PARTIES:

WLB Asset II Pte Ltd

1 King George's Avenue, #05-00 Rehau Building

Singapore 208557

Tel: (+65) 6221 7051

Attn: Durreen Shahnaz

WLB Asset II B Pte Ltd

1 King George's Avenue, #05-00 Rehau Building

Singapore 208557

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Attn: Durreen Shahnaz

WLB Asset II C Pte Ltd  
1 King George's Avenue, #05-00 Rehau Building  
Singapore 208557  
Tel: (+65) 6221 7051  
Attn: Durreen Shahnaz

WLB Asset II D Pte Ltd  
1 King George's Avenue, #05-00 Rehau Building  
Singapore 208557  
Tel: (+65) 6221 7051  
Attn: Durreen Shahnaz

**FACILITY MANAGER:**

Impact Investment Exchange Pte Ltd  
1 King George's Avenue, #05-00 Rehau Building  
Singapore 208557  
Tel: (+65) 6221 7051  
Attn: Robert Kraybill

## **Attachment 2 (Standard Terms and Conditions)**

### **Article I: The Guarantee**

Section 1.01. **The Guarantee.** USAID agrees to pay each Guaranteed Party an amount equal to the Guarantee Percentage of such Guaranteed Party's net losses of principal only, as specified in Appendix 1 (*Request for Payment of Claim*) and Appendix 2 (*Summary Request for Payment of Claim*), arising solely from payment defaults by a Qualifying Borrower under Qualifying Loans; *provided* that the total amount of payments made by USAID to a Guaranteed Party under the Agreement shall not exceed the Guarantee Ceiling Sub-Amount for that Guaranteed Party, and the total amount of payments in the aggregate to the Guaranteed Parties under the Agreement shall not exceed the Guarantee Ceiling. For purposes of clarification, the USAID Guarantee is not a first loss guarantee, but a *pro rata* risk sharing guarantee of losses after collection efforts pursuant to the claim provisions at Article V and a *pro rata* sharing of Recovered Funds as defined at Section 6.02.

Section 1.02. **The Guarantee Ceiling.** The Guarantee Ceiling specified in Section 7 of the Guarantee Term Sheet represents the maximum total amount of payments (stated in U.S. Dollars) that may be made by USAID to pay claims to the Guaranteed Parties under the Agreement, including to purchase Local Currency to pay Local Currency claims, as calculated using the Embassy Exchange Rate (if applicable). At any such time as the total payments made by USAID for this purpose equal the Guarantee Ceiling, USAID shall have no further obligations to any Guaranteed Party under the Agreement. In addition, at such time as the total payments by USAID to a Guaranteed Party equal the Guarantee Ceiling Sub-Amount for such Guaranteed Party, USAID shall have no further obligations to such Guaranteed Party under the Agreement.

Section 1.03. **Maximum Authorized Portfolio Amount.** The Maximum Authorized Portfolio Amount is specified in Section 1 of the Guarantee Term Sheet. No new Qualifying Loan may be placed under coverage of the Guarantee unless the principal amount outstanding of all Qualifying Loans then under coverage at the then applicable US Treasury Exchange Rate, together with such new Qualifying Loan, will not exceed the Maximum Authorized Portfolio Amount as of the date such new Qualifying Loan is placed under coverage. For the avoidance of doubt, if as a result of the appreciation of the Local Currency against the U.S. Dollar, the U.S. Dollar equivalent of the aggregate amount of Qualifying Loans placed under coverage exceeds the Maximum Authorized Portfolio Amount, the obligations of USAID under the Agreement shall still be subject to the limitation set forth in Section 1.02 (*The Guarantee Ceiling*).

Section 1.04. **Maximum Cumulative Disbursements Amount and Maximum Cumulative Principal Amount of Qualifying Loans Made Per Qualifying Borrower.**

(a) The Maximum Cumulative Disbursements Amount is specified in Section 2 of the Guarantee Term Sheet. No loan disbursement under a Qualifying Loan that results in the principal amount of such disbursement together with all previous disbursements made under Qualifying Loans exceeding the Maximum Cumulative Disbursements Amount shall be eligible for coverage under the Guarantee.

(b) The Maximum Cumulative Principal Amount of Qualifying Loans Made Per Qualifying Borrower is specified in Section 5 of the Guarantee Term Sheet. No loan disbursement under a Qualifying Loan that results in the principal amount of such disbursement, together with all previous disbursements made to that Qualifying Borrower, exceeding the Maximum Cumulative Principal Amount of Qualifying Loans Made Per Qualifying Borrower shall be eligible for coverage under the Guarantee.

Section 1.05. **Maximum Cumulative Disbursements Sub-Amount.** The Maximum Cumulative Disbursements Sub-Amount is specified in Section 3 of the Guarantee Term Sheet. No new Qualifying Loan may be placed under coverage of the Guarantee by a Guaranteed Party unless the principal amount of all prior disbursements made under Qualifying Loans by that Guaranteed Party, together with the new Qualifying Loan, will not exceed the Maximum Cumulative Disbursements Sub-Amount for such Guaranteed Party.

Section 1.06. **Limitation on Interest, Costs and Expenses.** In no event shall USAID be liable for interest, late fees, penalties, or any other costs or expenses with respect to any Qualifying Loan.

Section 1.07. **Reduction of Guarantee Coverage.** USAID has agreed to the Maximum Authorized Portfolio Amount on the understanding that such amount approximates the aggregate principal amount of the Qualifying Loans which the Guaranteed Parties intend to maintain under guarantee coverage of the Guarantee at any one time. If a Guaranteed Party fails to disburse its Maximum Cumulative Disbursements Sub-Amount under Qualifying Loans by the end of the eleventh Guarantee Reporting Period, then such Guaranteed Party's Maximum Cumulative Disbursements Sub-Amount may be reduced by the unused portion thereof and made available for reallocation in accordance with the terms of Section 4 of the Guarantee Term Sheet. However, if at any time after the first twelve (12) months of the Agreement, the Agreement is not being adequately utilized (as determined by USAID) by the Guaranteed Parties (notwithstanding the provisions of Section 4 of the Guarantee Term Sheet allowing a Guaranteed Party the opportunity to increase its Maximum Cumulative Disbursements Sub-Amount), then the parties hereto may amend the Guarantee to reduce the unused portion of the Maximum Authorized Portfolio Amount and/or the Maximum Cumulative Disbursements Amount and the Guarantee Ceiling, as may be mutually agreed among the parties hereto; provided, however, that any such agreed reduction shall not affect the coverage under the Guarantee of a Qualifying Loan placed into coverage prior to such reduction.

Section 1.08. **Reallocations.** Reallocations of a Guaranteed Party's Maximum Cumulative Disbursements Sub-Amount or Guarantee Ceiling Sub-Amount shall be governed by Section 4 of the Term Sheet.

Section 1.09. **No Partnership.** Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

## **Article II: Qualifying Loans**

Section 2.01. **Guarantee Coverage.** No Qualifying Loan shall be covered by the terms of the Agreement or placed under the coverage of the Guarantee by a Guaranteed Party unless such Loan is deemed a Qualifying Loan in accordance with the terms of this Agreement.

Section 2.02. **Criteria for a Qualifying Loan.** A Qualifying Loan is a Loan made by a Guaranteed Party that meets the criteria in the Guarantee Term Sheet and that satisfies each of the following statutory and/or regulatory policy related criteria (as shall be provided for in the underlying Loan documentation):

a) The Qualifying Loan must not be used to finance any of the following:

- (1) Goods or services which are to be used primarily to meet military requirements or to support police or other law enforcement activities,
- (2) Surveillance equipment,
- (3) Gambling equipment, supplies for gambling facilities or any hotels, casinos or accommodations in which gambling facilities are or are planned to be located,
- (4) Activities which significantly degrade national parks or similar protected areas or introduce exotic plants or animals into such areas,
- (5) Military assistance, explosives or fireworks,
- (6) Activities which relate to trafficking in persons, forced labor, the practice of prostitution or sex trafficking,
- (7) Activities directly or indirectly involving in any way or manner Ammonium Nitrate (AN) or Calcium Ammonium Nitrate (CAN), or
- (8) Activities or individuals connected to terrorist acts.

(b) The Qualifying Loan must not be used to finance any of the following without the prior written approval of USAID. Moreover, approval of Qualifying Loans to finance activities described in subsections (2), (3), (7) or (8) below will be contingent upon the submission by the applicable Guaranteed Party of evidence sufficient to demonstrate compliance with local environmental laws and to enable USAID to make an assessment of the environmental impact of such activities:

- (1) Pharmaceuticals,
- (2) Pesticides,
- (3) Logging equipment,
- (4) Luxury goods (including alcoholic beverages and jewelry),
- (5) Establishing or expanding any enterprise that will export raw materials that are likely to be in surplus in world markets at the time such production becomes effective and that are likely to cause substantial injury to U.S. producers,
- (6) Tobacco or agribusiness activities contributing to tobacco production, promotion or use,
- (7) Activities which would result in the loss of forest lands due to livestock rearing, road construction or maintenance, colonization of forest lands or construction of dams or other water control structures,



- (8) Activities which are likely to have a significant adverse effect on the environment, including any of the following (to the extent such activities are likely to have a significant adverse impact on the environment):
  - (a) programs of river basin development,
  - (b) irrigation or water management projects (including dams and impoundments),
  - (c) agricultural land leveling,
  - (d) drainage projects,
  - (e) large scale agricultural mechanization,
  - (f) new lands development,
  - (g) resettlement projects,
  - (h) penetration road building or road improvement projects,
  - (i) power plants,
  - (j) industrial plants, or
  - (k) potable water and sewerage projects other than those that are small-scale.
- (9) Activities which the applicable Guaranteed Party is aware are reasonably likely to contribute to the violation of internationally recognized rights of workers.
- (10) Activities directly associated with relocating jobs from the United States to another country.

(c) The Qualifying Loan must not be used to finance equipment, research and/or services related to involuntary sterilization or the performance of abortion as a method of family planning.

(d) The Qualifying Loan must not be used to provide family planning services unless the Qualifying Borrower (i) provides those services on a voluntary and informed choice basis and (ii) provides information, access, or referral to a range of family planning methods. To help ensure this, each Guaranteed Party will include the following statement in the loan agreement: “The Borrower agrees that family planning services provided by the enterprise or organization financed by this loan are provided on a voluntary and informed choice basis, and provide information, access, or referral to a range of family planning methods.”

(e) The Qualifying Loan must be made at interest rates and on terms consistent with those generally prevailing among private commercial lenders in the Qualifying Borrower’s country.

(f) The Qualifying Loan must be funded from the applicable Guaranteed Party’s capital or funds acquired by such Guaranteed Party on a market basis, and not from (i) subsidized loan capital received from government sources, international agencies, not-for-profit institutions or private third parties (provided, however, that the Qualifying Loan may be funded in part by subsidized loan capital

received from such sources so long as such subsidized loan capital does not account for more than 20% of the capital used to fund the Qualifying Loan), and/or (ii) investors that are benefitting from a third-party credit enhancement.

(g) The Qualifying Loan must have a scheduled maturity date for the entire principal amount that is consistent with the Qualifying Loan Maturity Date.

(h) Except as otherwise agreed by USAID in writing, the Qualifying Loan must not be made in connection with the refinancing, repayment or repurchase of existing debt.

(i) The Qualifying Loan must have been placed under coverage of the Guarantee in compliance with Article III of the Standard Terms and Conditions and each other applicable provision of the Agreement.

(j) The Qualifying Loan must not be convertible into any kind of equity.

Section 2.03. **Revisions to Qualifying Loan Criteria.** USAID shall have the right at any time to revise, add to or delete any of the Qualifying Loan criteria set forth in Section 2.02 by providing written notice to each Guaranteed Party and any such change will become effective thirty (30) business days following delivery (electronic or otherwise) of such notice to the Guaranteed Parties. No change in the Qualifying Loan criteria taken pursuant to this Section 2.03 shall affect the eligibility of any Qualifying Loan that was placed under the coverage of the Guarantee prior to the effective date of any such change.

Section 2.04. **Determinations Regarding Qualifying Loans.** The determination that a Loan placed under coverage of the Guarantee meets the definition of a Qualifying Loan shall be made and certified to by each Guaranteed Party by submitting a Transaction Report in USAID's internet-based credit management system ("CMS") (at <https://admin.cms.usaid.org>). (See CMS screen shots attached as Appendix 3); provided, however, that the written submission of a Qualifying Loan by a Guaranteed Party to USAID in any other form and through any other means, shall be deemed a certification at the time of such submission by such Guaranteed Party that the Loans are Qualifying Loans as defined in the Agreement and that the information submitted is true and correct.

Upon receipt by USAID of the certification through CMS, each Loan entered in CMS shall be deemed a Qualifying Loan under this Agreement and the certification made by the applicable Guaranteed Party that a Loan meets the definition of a Qualifying Loan will be binding on the Parties in the absence of a determination by USAID that such certification was the result of gross negligence, fraud or misrepresentation. Upon any such determination, such Loan shall no longer be deemed a Qualifying Loan under the Agreement and shall no longer be covered under this Agreement and USAID shall have no obligations whatsoever with respect to such Loan.

Section 2.05. **Amendments, Assignment, Restructuring and Transfer of Qualifying Loans.** No Guaranteed Party or the Facility Manager shall restructure or make any material amendments or modifications to the terms or conditions of a Qualifying Loan (including the granting of waivers to material defaults or events of default) without the prior written consent of USAID, including extensions of the final principal repayment date (provided that acceptance by the Guaranteed Party of one late payment per Qualifying Loan, not to exceed 30 days, under a Qualifying Loan shall require only written notice to USAID). No assignment or transfer of any of a Guaranteed Party's or the Facility Manager's rights or obligations under any Qualifying Loan or the Agreement shall be made without the prior written consent of USAID. For the avoidance of doubt, no Guaranteed Party or Facility Manager shall

restructure a Qualifying Loan to place any form of capitalized interest, accumulated fees or administrative expenses under coverage of this Agreement. No Qualifying Loan shall be or become part of a syndication or participation without prior written notice to USAID.

### **Article III: Placing Qualifying Loans Under Guarantee Coverage**

Section 3.01. **Time Period for Placing Qualifying Loans under Coverage.** Except as USAID may otherwise agree in writing, no disbursements under a Qualifying Loan may be disbursed following the Final Date for Disbursements of Qualifying Loans, unless such Qualifying Loan and disbursements thereunder (i) have been identified to USAID in the first Loan Schedule required to be submitted to USAID after the date of the initial disbursement of each Qualifying Loan and (ii) has been reported to USAID in the submission of the Loan Schedule for the Guarantee Period ending on the Final Date for Disbursements of Qualifying Loans (unless reported on an earlier date deemed acceptable to USAID) and such Loan Schedule has been approved by USAID. After the Final Date for Disbursements of Qualifying Loans, no new Qualifying Loan or new disbursement thereunder will be considered to be under guarantee coverage (for the avoidance of doubt, this includes disbursements under Qualifying Loans made prior to the Final Date for Disbursements of Qualifying Loans, but previously unreported to USAID).

Section 3.02. **Procedure for Placing Qualifying Loans under Coverage.** Subject to Sections 2.04, 3.01, 7.01, 9.05 and each other requirement of this Agreement, each Qualifying Loan will be deemed to be covered under the Agreement automatically on the date the applicable Guaranteed Party enters the Qualifying Loan in CMS (or, subject to USAID's confirmation, submits a Qualifying Loan to USAID via spreadsheet for upload into CMS) and certifies in CMS that such Loan meets the criteria for a Qualifying Loan. Nothing in this Section shall preclude the Parties from addressing the issue of the eligibility of a Loan for coverage under the Agreement after the Loan is placed under coverage.

Section 3.03. **Procedure for Removing Loans from Coverage.**

(a) **Removal by USAID.** Subject to the provisions of Sections 2.03 and 2.04, at any time USAID may remove any Loan from the coverage of the Guarantee if USAID reasonably determines that such Loan is not a Qualifying Loan. Such removal will be effective upon receipt by the applicable Guaranteed Party of a notice from USAID indicating the Loan to be removed from coverage and stating the reason for such removal. USAID shall use reasonable efforts to consult with the applicable Guaranteed Party prior to issuing any such notice in order to verify that the Loan is not a Qualifying Loan.

(b) **Removal by the Guaranteed Party.** A Guaranteed Party may remove any Qualifying Loan from the coverage of the Guarantee at any time for any reason; provided, however, for the avoidance of doubt, any disbursement made while a Qualifying Loan was under Guarantee coverage shall be included in the calculations pertaining to Maximum Cumulative Disbursements Amount notwithstanding its subsequent removal. A Guaranteed Party shall promptly notify USAID by written notice of its decision to remove any Qualifying Loans from coverage.

(c) **No Reinstatement of Coverage.** No Qualifying Loan removed from the coverage of the Guarantee may be placed again under coverage.

For the avoidance of doubt, any removal of a Qualifying Loan from the Guarantee, whether by USAID under Section 3.03(a) or by a Guaranteed Party under Section 3.03(b), shall not affect the coverage under the Guarantee of any other Qualifying Loan owing to such removal.

#### **Article IV: Guarantee Fees**

Section 4.01. **Guarantee Fees.** In consideration for the Guarantee, each Guaranteed Party shall pay to USAID the following non-refundable fees (the “**Guarantee Fees**”):

- (a) **Origination Fee.**
  - (i) No later than thirty (30) days after the date of the Agreement, WLB Asset II Pte Ltd shall pay to USAID a one-time Origination Fee of seventy thousand eight hundred U.S. Dollars (US\$70,800) (the “**First Origination Fee**”).
  - (ii) No later than (365) days after the payment of the First Origination Fee, WLB Asset II B Pte Ltd shall pay (0.30%) of its Maximum Cumulative Disbursements Sub-Amount (taking into account any reallocations) on that date (the “**Second Origination Fee**”).
  - (iii) No Later than (365) days after the payment of the Second Origination Fee, WLB Asset II C Pte Ltd shall pay (0.30%) of its Maximum Cumulative Disbursements Sub-Amount (taking into account any reallocations) on that date (the “**Third Origination Fee**”).
  - (iv) No Later than (365) days after the payment of the Third Origination Fee, WLB Asset II D Pte Ltd shall pay (0.30%) of its Maximum Cumulative Disbursements Sub-Amount (taking into account any reallocations) on that date (the “**Fourth Origination Fee**”).

No Qualifying Loan may be placed under coverage by the relevant Guaranteed Party until its Origination Fee is paid in full. In addition, if at any time a Guaranteed Party increases its Maximum Cumulative Disbursements Sub-Amount, it shall pay an additional corresponding Origination Fee of (0.30%) on the amount of such increase, no later than thirty (30) days after the date of such increase. However, if such increase in the Maximum Cumulative Disbursements Sub-Amount of a Guaranteed Party results from a reallocation of a portion of the Maximum Cumulative Disbursements Sub-Amount from another Guaranteed Party (pursuant to Section 4 of the Term Sheet, or otherwise) and that other Guaranteed Party has previously paid an Origination Fee that reflected such amount, then no additional Origination Fee shall be payable under this Section.

(b) **Utilization Fee.** Each Guaranteed Party shall pay to USAID the Utilization Fee, as specified in Section 21(b) of the Guarantee Term Sheet, with respect to each Guarantee Reporting Period. The Utilization Fee shall be due no later than thirty (30) days after receipt of a Notice of Due Payment.

Section 4.02. **Failure to Pay Guarantee Fees.** If either the Origination Fee or the Utilization Fee is not paid as and when due and payable, USAID may, upon written notice to the applicable Guaranteed Party, terminate or suspend (and subsequently terminate at its discretion) the Agreement pursuant to Section 12.02 of the Standard Terms and Conditions.

Section 4.03. **Currency of Guarantee Fee Payments.** Payments of amounts owing to USAID under this Article IV shall be made in the Currency of Guarantee Fee Payments. With respect to the

Origination Fee, if it is to be paid in Local Currency, in no event shall the amount paid to USAID be less than US\$300,000 using the Embassy Exchange Rate.

## **Article V: Claim Procedures**

Section 5.01. **Claim Requirements.** With respect to each Guaranteed Party, no claim relating to the Guaranteed Party's losses in connection with a Qualifying Loan shall be honored by USAID unless the Guaranteed Party certifies to USAID, and USAID thereafter reasonably determines, that each of the following requirements has been met:

(a) as a consequence of a default that results in non-payment by a Qualifying Borrower under any Qualifying Loan (such borrower, a "**Defaulting Borrower**"), the total outstanding principal amount of the applicable Qualifying Loan has become immediately due and payable, and the Guaranteed Party has made a written demand upon the Defaulting Borrower for full payment of all amounts due and payable;

(b) Reasonable Collection Efforts have been diligently pursued against the Defaulting Borrower and any other entity that may be liable on the Qualifying Loan, in accordance with Applicable Law and applicable standard banking practices in the jurisdiction of the applicable Qualifying Borrower. In order to ensure that Reasonable Collection Efforts have been diligently pursued, no claim shall be submitted earlier than ninety (90) days after the written final demand for full payment under the Qualifying Loan has been made by the applicable Guaranteed Party against the Defaulting Borrower; and

(c) after such Reasonable Collection Efforts, the Guaranteed Party has either (i) certified to USAID that it has written off the entire outstanding balance (including principal and interest) of the Qualifying Loan as a bad debt expense, or (ii) certified to USAID that it (A) is unable, because of a legal impediment or significant impracticality, to take the action described in 5.01(c)(i), and (B) has established a specific provision of funds (which is evidenced on its balance sheet or income statement) for possible loan losses associated with the default by the Defaulting Borrower, and the amount of such provision equals or exceeds twenty percent (20%) of the amount of defaulted principal.

Section 5.02. **Submission of Claim.** The applicable Guaranteed Party shall make a claim with respect to any Qualifying Loan by submitting to USAID a claims form in the format set forth in Appendix 1 (*Request for Payment of Claim*) and Appendix 2 (Summary Request for Payment of Claim) for each such Qualifying Loan, as applicable. The applicable Guaranteed Party shall also provide (i) borrower's statement(s), (ii) copies of demand letters, (iii) proof of disbursement of such Qualifying Loan, (iv) proof of requirements in Section 5.01(c) and (v) and each other document required in Appendix 1 or Appendix 2 as applicable Guaranteed Party against the Defaulting Borrower. In order to ensure that claims are submitted in a timely manner, no claim shall be submitted later than the Final Date for Submitting Claims; provided, however, that no claim may be submitted to USAID if the date of such demand for payment occurs after the suspension (during the period such suspension is in effect) or termination of coverage pursuant to Section 12.02 (*Termination or Suspension by USAID for Cause*) or Section 4.02 (*Failure to Pay Guarantee Fees*).

Section 5.03. **Approval of Claim for Payment.** USAID reserves the right to request further documentation or clarification of any claim submitted prior to approving a claim for payment, including, but not limited to evidence of other loans to the same Defaulting Borrower which are in default and not covered under this Agreement and evidence of the collection and recovery efforts undertaken by the

Guaranteed Party pursuant to Section 5.01 (a) and (b). A claim will be denied if USAID reasonably determines that: (a) the requirements stated in Sections 5.01 and 5.02 above have not been fully satisfied; or (b) the Loan did not qualify as a Qualifying Loan. Neither approval nor payment of a claim shall be deemed to waive USAID's right to contest such claim subsequently on these or any other grounds.

Section 5.04. **Payment of Claim.** In order for USAID to approve a claim for payment, the claim must meet the requirements set forth in Section 5.01 and be submitted in accordance with the procedures set forth in Sections 5.01 and 5.02. Upon approval of a claim for payment by USAID and subject to the Guarantee Ceiling, USAID shall pay to the applicable Guaranteed Party the approved amount of the claim in the Currency of Guarantee Payment. USAID shall have the right to reduce the amount of payment of any claim by the amount of any unpaid Guarantee Fees.

Section 5.05. **Repayment.**

- (a) Notwithstanding any other provision of the Agreement, USAID shall have no obligation to make payment to a Guaranteed Party for any loss arising out of gross negligence, fraud or misrepresentation by a Guaranteed Party or the Facility Manager or for any claim that is otherwise illegal, invalid or materially inconsistent with the provisions of the Agreement.
- (b) USAID reserves the right to demand a refund of any payment made to a Guaranteed Party if, prior to or at the time such payment was made, the applicable Guaranteed Party, the Facility Manager or any Key Individual was convicted of a narcotics offense or was engaged in drug trafficking as defined in Part 140 of Title 22 of the United States Code of Federal Regulations and/or the applicable Guaranteed Party, the Facility Manager or any of the individuals named in Section 8.16 is found to be in violation of the Foreign Corrupt Practices Act and/or other applicable anti-corruption violations set forth at Section 8.16.
- (c) If, subsequent to paying any claim made by a Guaranteed Party, USAID determines that either subsection (a) or (b) above applies, such Guaranteed Party shall, upon the request of USAID, refund immediately to USAID the appropriate amount of the payment obtained plus, if USAID so requests, pay interest accruing from the date of the payment at the rate of one percent (1%) per month.

## **Article VI: Post-Claim Recoveries**

Section 6.01. **Duty to Pursue Collection.** The applicable Guaranteed Party and/or the Facility Manager shall continue to diligently pursue all Reasonable Collection Efforts (at its own cost) against the Defaulting Borrower for so long as commercially reasonable and in accordance with such Guaranteed Party's standard collections procedures and policies.

Section 6.02. **Recovery of Funds.** Any funds that applicable Guaranteed Party receives or recovers relating to or in satisfaction of amounts owed by the Defaulting Borrower under the Qualifying Loans, whether received or recovered directly from the Defaulting Borrower, another guarantor, insurer, a collateral agent or any other party, before or after such Guaranteed Party files a claim are defined as "**Recovered Funds.**" "**Net Recovered Funds**" is defined as Recovered Funds less reasonable and documented expenses actually incurred by a Guaranteed Party and/or the Facility Manager in its collection efforts. Any funds that a Guaranteed Party receives or recovers relating to or in satisfaction of amounts owed by the Defaulting Borrower under any other loan made by such Guaranteed Party to a Defaulting Borrower, whether received or recovered directly from the Defaulting Borrower, another guarantor, insurer, a collateral agent or any other party, before or after such Guaranteed Party files a claim are defined as "**Other Recovered Funds.**" Together, Recovered Funds and Other Recovered Funds are defined as "**Total Recovered Funds.**" "**Net Total Recovered Funds**" is defined as Total Recovered Funds less reasonable and documented expenses actually incurred by the applicable Guaranteed Party in its collection efforts.

Section 6.03. **Reimbursement of USAID.** If USAID has paid a claim with respect to a Qualifying Loan, the applicable Guaranteed Party shall promptly reimburse USAID its *pro rata* portion of recoveries. If such Guaranteed Party has made one loan to the Defaulting Borrower, the amount that such Guaranteed Party shall reimburse USAID is a *pro rata* portion of the Net Recovered Funds (which, for the avoidance of doubt, is the Guarantee Percentage of Net Recovered Funds). If the applicable Guaranteed Party has made more than one loan to the Defaulting Borrower, the amount that such Guaranteed Party shall reimburse USAID is a *pro rata* portion of Net Total Recovered Funds (unless otherwise required by specific collateral arrangements already in place as of the date of this Agreement). For the avoidance of doubt, this *pro rata* portion is equal to Net Total Recovered Funds multiplied by the amount of the claim paid to the applicable Guaranteed Party divided by the total outstanding principal of the loans made by the applicable Guaranteed Party to the Defaulting Borrower. Payments made to USAID under this section shall be made in the Currency of Guarantee Payment and must be paid within ninety (90) calendar days from the date of recovery. USAID shall have the right to charge interest at the rate of one percent (1%) per month on any amount not paid to USAID within this ninety (90) day period.

Section 6.04. **Certificate of Post-Claim Recoveries.** Following the payment of any claim under the Agreement, the applicable Guaranteed Party shall deliver to USAID a Certification of Post-Claim Recoveries, substantially in the form set forth in Appendix 4 (*Certification of Post-Claim Recoveries*), for each calendar year. USAID may refuse to pay any future claims of a Guaranteed Party if such Guaranteed Party has failed to submit an accurate Certification of Post-Claim Recoveries as required by the preceding sentence. In addition, following the Coverage Expiration Date, such Guaranteed Party shall continue to submit, on an annual basis, a Certification of Post-Claim Recoveries, substantially in the form set forth in Appendix 4 (*Certification of Post-Claim Recoveries*), no later than ninety (90) days after the end of each calendar year until three (3) years after the Coverage Expiration Date or longer if so requested by USAID. Each Guaranteed Party further agrees to comply with reasonable requests from USAID concerning post-claim recoveries, including any request to submit an annual or semi-annual schedule of net recoveries with respect to each Defaulting Borrower.

Section 6.05. **Assignment of Claim.** At any time, on or after the date USAID pays a claim in accordance with the terms of this Agreement, upon USAID's request, a Guaranteed Party shall execute an assignment to USAID or USAID's designee, in form and substance acceptable to USAID or USAID's designee, of such Guaranteed Party's rights to receive the share of net recoveries due to USAID and/or to pursue collection of USAID's *pro rata* share of net recoveries under each Qualifying Loan.

## **Article VII: Conditions Precedent**

Section 7.01. **Guaranteed Parties' Conditions Precedent.** Notwithstanding anything in the Agreement to the contrary, USAID's obligation to enter into this Agreement and provide the Guarantee hereunder is subject to USAID receiving the following from each Guaranteed Party and USAID notifying such Guaranteed Party in writing that the materials and information supplied are in form and substance satisfactory to USAID:

(i) **Conditions Precedent to Signing:** Concurrently with the signing of this Agreement, the following conditions shall be fulfilled:

- (a) A copy of the fully executed Agreement signed by the Guaranteed Parties, the Facility Manager and USAID.
- (b) A certificate of each Guaranteed Party, dated as of the date of the Agreement and in form and substance satisfactory to USAID, as to the authority of the persons signing the Agreement and any appendices hereto on behalf of such Guaranteed Party.
- (c) An Officer's Certificate from a senior officer or director of each Guaranteed Party certifying that the representations contained in Article VIII are true and complete with respect to such Guarantee Party.

(ii) **Conditions Precedent to Effectiveness:** Unless otherwise stated, within thirty (30) days from the date of this Agreement, the following conditions shall be fulfilled:

- (a) A legal opinion(s) (from qualified outside and/or in-house counsel in good standing) stating in effect that, based on facts and circumstances (and/or documents) presented to such legal counsel by the Guaranteed Parties, the representations contained in Sections 8.01 through 8.04 of Article VIII are true and complete.
- (b) A description of the Guaranteed Party's policies and procedures, which have been approved in writing by USAID, to ensure that projects financed by the Guaranteed Party are environmentally sound and comply with Applicable Law and any USAID specific requirements.
- (c) Each Guaranteed Party must provide USAID a Certification regarding Narcotics Offenses and Drug Trafficking, for each Key Individual, in the form of Appendix 6 (*Key Individual Certification*).
- (d) Within ninety (90) days from the date of the Agreement, payment of the First Origination Fee pursuant to Section 4.01(a)(i) of the Agreement



- (e) Written confirmation from the Facility Manager that, to the extent that any Loan to be placed under coverage as a Qualifying Loan had been previously funded using bridge financing provided by DBS Bank, Global Affairs Canada or any other third party lender, such bridge funding with respect to such Loan has been (or, prior to the Loan being placed under coverage, will be) repaid in full or otherwise satisfied in full.
- (f) Such other documents or conditions as may be reasonably requested by USAID.

Section 7.02. **Conditions Precedent for WLB Asset II B Pte Ltd.** Prior to WLB Asset II B Pte Ltd placing any Loan under coverage, the following condition shall be fulfilled with respect to the Second Origination Fee:

- (i) Payment of the Second Origination Fee pursuant to Section 4.01(a)(ii) of the Agreement.

Section 7.03. **Conditions Precedent for WLB Asset II C Pte Ltd.** Prior to WLB Asset II C Pte Ltd placing any Loan under coverage, the following conditions shall be fulfilled with respect to the Third Origination Fee:

- (i) Payment of the Third Origination Fee pursuant to Section 4.01(a)(iii) of the Agreement

Section 7.04. **Conditions Precedent for WLB Asset II D Pte Ltd.** Prior to WLB Asset II D Pte Ltd placing any Loan under coverage, the following conditions shall be fulfilled with respect to the Third Origination Fee:

- (i) Payment of the Fourth Origination Fee pursuant to Section 4.01(a)(iv) of the Agreement

Section 7.04. **Facility Manager Conditions Precedent and Subsequent.** Notwithstanding anything in the Agreement to the contrary, USAID's obligation to enter into this Agreement and provide the Guarantee hereunder is subject to USAID receiving the following from the Facility Manager and USAID notifying the Facility Manager in writing that the materials and information supplied are in form and substance satisfactory to USAID:

- (i) Conditions Precedent to Signing: Concurrently with the signing of this Agreement, the following conditions shall be fulfilled:
  - (a) A certificate of the Facility Manager, dated as of the date of the Agreement and in form and substance satisfactory to USAID, as to the authority of the persons signing the Agreement and any appendices hereto on behalf of the Facility Manager.
  - (b) An Officer's Certificate from a senior officer of the Facility Manager certifying that the representations contained in Article VIII are true and complete with respect to the Facility Manager.
- (ii) **Conditions Precedent to Effectiveness:** Within thirty (30) days from the date of this Agreement, the following conditions shall be fulfilled:

- (a) A legal opinion (from qualified outside or in-house counsel in good standing) stating in effect that, based on facts and circumstances (and/or documents) presented to such legal counsel by the Facility Manager, the representations contained in Sections 8.01 through 8.04 of Article VIII are true and complete with respect to the Facility Manager.
- (b) The Facility Manager must provide USAID a Certification regarding Narcotics Offenses and Drug Trafficking, for each Key Individual, in the form of Appendix 6 (*Key Individual Certification*).
- (c) Such other documents or conditions as may be reasonably requested by USAID.

For the avoidance of doubt, the Parties acknowledge and agree that the Guarantee shall not be effective and no Qualifying Loan shall be eligible for coverage under the Guarantee as to that Guaranteed Party until each of the Conditions Precedent in Sections 7.01 through 7.04 for that Guaranteed Party and the Facility Manager has been satisfied to USAID's satisfaction (or waived by USAID) in accordance with the terms and conditions herein.

### **Article VIII: Representations and Warranties**

For purposes of the Agreement, each Guaranteed Party and the Facility Manager hereby represents and warrants, as to itself only (except with respect to Section 8.19 below), as of the date hereof, as of the date the Qualifying Loan is entered into and at the end of each Guarantee Reporting Period, in each case by reference to the facts and circumstances existing at such date, that:

Section 8.01. **Organization, Existence.** It is duly organized and validly existing where incorporated or chartered. It has full power, authority and legal right to (i) carry out its business as currently conducted, (ii) execute, deliver and perform the Agreement and all other documents which the Agreement contemplates will be executed by it and (iii) carry out all the activities which the Agreement contemplates will be carried out by it.

Section 8.02. **Authorization, Binding Effect.** The execution, delivery and performance of the Agreement by it have been duly authorized by all necessary actions of the Guaranteed Party and the Facility Manager, and the Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

Section 8.03. **No Conflict.** Neither the entry into the Agreement nor the compliance with its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any instrument or arrangement to which it is a party or by which it is bound, or violate any of the terms or provisions of its organizational documents, any judgment, decree or order or any Applicable Law.

Section 8.04. **Governmental Approvals.** No approval, consent, registration, filing, agreement, certificate, permit, authority or exemption of any kind is required from any governmental authority in order for it to enter into the Agreement and perform its duties, except such as have already been obtained and are in full force and effect.

Section 8.05. **Debarment Status.** For the three (3) years preceding the date of the Agreement it has not been on any list of ineligible or debarred suppliers or firms maintained by the U.S. Government. A list of organizations suspended or debarred by the U.S. Government is available at [www.SAM.gov](http://www.SAM.gov).

Section 8.06. **No Amendments to Charter.** Its organizational documents have not been amended since September 30, 2015, with respect to the Facility Manager, October 24, 2018 with respect to WLB Asset II Pte Ltd and July 15, 2019, with respect to WLB Asset II B Pte Ltd, WLB Asset II C Pte Ltd, and WLB Asset II D Pte Ltd. USAID has been provided with a final draft of the amended Constitution of WLB Asset II Pte Ltd, which will be finalized on or around September 4, 2019 and which will be in the same form and substance as the draft provided to USAID on August 21, 2019. Thereafter, the applicable Guaranteed Party represents and warrants that Constitution of WLB Asset II Pte Ltd has not been amended since on or around September 4, 2019.

Section 8.07. **Compliance with Law.** It is in compliance in all material respects with all Applicable Law.

Section 8.08. **Litigation and Insolvency.** (A) There are no pending legal, arbitration, or governmental actions or proceedings to which it is a party or to which any of its property is subject which, if adversely determined, could have a Material Adverse Effect; and to the best of its knowledge, no such actions or proceedings are threatened or contemplated. (B) No Insolvency Event affecting it has occurred or is threatened or contemplated.

Section 8.09. **Financial Statements; No Material Adverse Change; Etc.** All financial statements submitted by it (or on its behalf by the Facility Manager) to USAID in connection with this Agreement fairly and fully present its financial condition and the results of its operations for the periods covered thereby and are prepared in accordance with accounting standards recognized in Singapore consistently applied. Since the dates thereof, there has been no material adverse change in its the financial condition or operations.

Section 8.10. **Defaults Under Other Agreements.** It is not in default under any agreement or instrument to which it is a party or under which any of its properties are subject that is material to its financial condition, operations, properties, profits, or business.

Section 8.11. **Pari Passu.** Payment obligations under any Qualifying Loan covered under this Agreement constitutes the direct, general and unconditional obligations of the Qualifying Borrower and rank in all respects at least *pari passu* in priority of payment and in right of security with the payment obligations of all other unsecured and unsubordinated debt of such Qualifying Borrower.

Section 8.12. **Disclosure of Lobbying Activities.** No registered lobbyists have made lobbying contacts on behalf of any Guaranteed Party or the Facility Manager in connection with the Agreement.

Section 8.13. **Drug Trafficking.** It : (1) has not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances; (2) is not or has not been an illicit trafficker in any such drug or controlled substance; and (3) is not or has not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Section 8.14. **Trafficking in Persons.** It has not been involved in any activities which relate to trafficking in persons, forced labor, the practice of prostitution or sex trafficking.

Section 8.15. **Terrorism.**

(a) It and any entity owned or controlled by it, to the best of its current knowledge, is in compliance with all United States sanctions laws and regulations applicable to it. It, to the best of its current knowledge, did not provide, within the previous ten years, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

(b) Notwithstanding any other provision of the Agreement, loans to any such individuals or entities described in the first sentence of paragraph (a) above are not eligible for coverage under the Agreement and USAID shall have no obligation to pay claims in connection with any such loans, including loans to individuals or entities that:

(i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>;

(ii) appear on any list of supplemental information concerning prohibited individuals provided by USAID to the Parties; and/or

(iii) have been designated by the United Nations Security Council UNSC (the "Security Council") sanctions committee as individuals and entities subject to sanctions measures imposed by the Security Council. To determine whether there has been a published designation of an individual or entity by the Security Council, the Guaranteed Party and Facility Manager should refer to the consolidated list available online at the Committee's website: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

The representations in this Section 8.15 will not be deemed applicable to material support or resources provided by the Guaranteed Parties or any entity owned or controlled by it pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

Section 8.16. **FCPA Compliance.** Without limiting any other provision of this Article VIII, its internal management and accounting practices and controls are adequate to ensure compliance with the United States Foreign Corrupt Practices Act and/or any other Applicable Law, regulation, order, decree or directive having the force of law and relating to bribery, kick-backs or similar business practices. Each Guaranteed Party, the Facility Manager and each of its officers, directors, owners, partners, agents, key employees, other persons with primary management or supervisory responsibilities individually and affiliates are otherwise, to the best of their current knowledge in full compliance with the United States Foreign Corrupt Practices Act and/or any other Applicable Law, regulation, order, decree or directive having the force of law and relating to bribery, kick-backs or similar business practices. Neither a Guaranteed Party nor the Facility Manager shall knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in corrupt practices, or has committed, attempted to commit, facilitated, or participated in such practices.

Section 8.17. **Other U.S. Government Agreements.** It has not entered into any other guarantees and/or financing agreements with any other U.S. government agency and/or entity and no Qualifying

Loan is subject to coverage by any other guarantees and/or financing agreements with any other U.S. government agency and/or entity.

Section 8.18. **No Material Omissions.** None of the representations and warranties in this Section 8 omits any matter the omission of which makes any representations and warranties misleading in any material respect.

Section 8.19. **Termination Event.** No Termination Event has occurred and is continuing.

Section 8.20. **Additionality.** It would not have entered into the Qualifying Loans on the terms set out therein without the existence of the Guarantee.

Section 8.21. **Insurance.** It maintains insurance policies of a type and up to the limits typically held by similarly situated institutions carrying out equivalent business as it is and has paid all related due and payable premiums.

Section 8.22. **USAID Reliance.** It acknowledges that it makes these representations and warranties with the intention of inducing USAID to enter into this Agreement and that USAID enters into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

### **Article IX: Reporting and Records Requirements**

Section 9.01. **Semi-Annual Portfolio Reporting.** No later than thirty (30) days after the end of each Guarantee Reporting Period, each Guaranteed Party shall provide to USAID the “Loan Schedule” through CMS in effect on the last day of such Guarantee Reporting Period.

Section 9.02. **Annual Financial Reporting.** Each Guaranteed Party and the Facility Manager shall prepare annual audited financial statements in accordance with accounting standards generally recognized in Singapore, which shall be audited by a firm of independent public auditors acceptable to USAID, and shall submit such audited financial statements to USAID no later than ninety (90) days after the end of each Guaranteed Party’s and the Facility Manager’s fiscal years through the term of this Agreement.

Section 9.03. **Borrower Documents.** At USAID’s request, the Guaranteed Parties shall provide to USAID copies of all documents and reports provided by a Qualified Borrower to the Guaranteed Parties under the Qualifying Loan.

Section 9.04. **Other Reporting.** USAID reserves the right to carry out (at its own expense), or to have carried out, such additional audits, financial reviews, or evaluations as it considers appropriate in view of its status as guarantor, including audit reports on Qualifying Borrowers under Qualifying Loans. Should USAID request an audit report on any such party, each Guaranteed Party agrees that it shall use all reasonable means to require and obtain such reports from that party.

Section 9.05. **Failure to Provide Required Reports.** Should a Guaranteed Party or the Facility Manager fail to provide any reports required by the Agreement to USAID when due, no additional Qualifying Loans of that Guaranteed Party shall be disbursed and no additional Qualifying Loans shall be placed under the coverage of the Guarantee and USAID may (i) suspend, at any time, the Guarantee and (ii) defer payment of any claims until it receives such documentation in form satisfactory to USAID or terminate the Guarantee pursuant to Section 11.01(a).

Section 9.06. **Books and Records.** Each Guaranteed Party and the Facility Manager shall:

(a) Maintain or cause to be maintained, in accordance with accounting standards generally recognized in Singapore consistently applied, books and records relating to each Qualifying Loan covered by the Agreement, which are adequate to show compliance with the terms of the Agreement. Such books and records will be maintained with respect to each Qualifying Loan, except as USAID may otherwise agree in writing, for a period of three (3) years after the Final Date for Submitting Claims with respect to such Qualifying Loan.

(b) Afford authorized representatives of USAID the opportunity at all reasonable business hours to inspect such books, records and other documents and files relating to the Agreement and the Qualifying Loans covered by the Agreement.

(c) Promptly make available such other information and records relevant to the Agreement and the Qualifying Loans covered by the Agreement as USAID may reasonably request, including onsite inspections.

Section 9.07. **Impact Data.** USAID may request that each Guaranteed Party and the Facility Manager prepare and provide responses to an annual guarantee impact data request, which details impact indicators and impact data, in form and substance to be agreed to with USAID prior to such responses being due. Responses to such impact data request shall be due on an annual basis on the date set out in the request from USAID, which shall not be less than 90 days from the date of the request.

## **Article X: Covenants**

For purposes of the Agreement, each Guaranteed Party and the Facility Manager makes the following covenants (in each case, as to itself only):

Section 10.01. **Existence; Conduct of Business.** It shall maintain its corporate existence, comply with its organizational documents and qualify and remain qualified to do business in Singapore.

Section 10.02. **Future Disclosure.** It shall inform USAID in a timely manner of any facts and circumstances of which it has actual knowledge that arise after the date of the Agreement and materially affect the Agreement or the discharge of obligations under the Agreement, or the truth and accuracy of any of the representations made in Article VIII.

Section 10.03. **Approvals; Applicable Law.** It shall obtain in a timely manner and maintain in force all approvals that are necessary for it to carry out its obligations under the applicable Qualifying Loans or this Agreement and shall comply in all material respects with Applicable Law the failure to comply with which could, or is likely to have a Material Adverse Effect.

Section 10.04. **Change of Control; Non-Sovereign Enterprise.** It acknowledges that USAID is entering into the Agreement partly because it considers the Guaranteed Parties and the Facility Manager to be good risk-sharing partners. To ensure that each Guaranteed Party and the Facility Manager remains a good risk-sharing partner, in the event of a contemplated Change of Control with respect to any Guaranteed Party or the Facility Manager, it shall provide USAID with at least 30 days' notice prior

to the Change of Control. Each Guaranteed Party and the Facility Manager further acknowledges that USAID is entering into the Agreement to encourage private sector financing in the Eligible Countries and consequently, each Guaranteed Party and the Facility Manager shall remain a private, Non-Sovereign Enterprise, with no less than eighty percent (80%) of its equity held by the private sector.

Section 10.05. **Material Adverse Change.** It shall promptly notify USAID of any of the following (each, a “**Material Adverse Change**”):

- (a) a material change in its lending policies;
- (b) increases in non-performing loans (NPLs) by greater than fifty percent (50%) from the level of NPLs reflected in the most recent audited financial statements;
- (c) reductions in capital adequacy to a level below what is required by the Central Bank in Singapore (if any such requirement exists); or
- (d) a change in Applicable Law that has a Material Adverse Effect.

Section 10.06. **Pari Passu.** It shall ensure that the payment obligations of all Qualifying Loans covered under this Agreement will at all times constitute the direct, general and unconditional obligations of a Qualifying Borrower and rank in all respects at least *pari passu* in priority of payment and in right of security with the payment obligations of all other unsecured and unsubordinated debt of such Qualifying Borrower. No Qualifying Loan guaranteed hereunder shall at any time be subordinated to another debt contracted by a Qualifying Borrower or to any other claims against a Qualifying Borrower in case of a default under the Qualifying Loan.

Section 10.07. **USG Transactions.** It shall notify USAID of any guarantees and/or other financing agreements that it currently has with any other U.S. government agencies and/or entities. It shall in no event enter into any such transactions during the term of this Agreement without prior written approval from USAID.

Section 10.08. **Arm’s Length Transactions.** It shall not enter into any transaction with a Qualified Borrower except in the ordinary course of business on the basis of arm’s length arrangements. This shall mean that the parties to the transaction are independent of each other, that no party has majority ownership or effective control of the other and that the terms of the transaction are consistent with common commercial terms for such a transaction between independent, disinterested parties.

Section 10.09. **Utilization.** It shall consult with USAID concerning any matters that interfere with the adequate utilization of the Agreement, including any changes in circumstances that prevent a Guaranteed Party from making a Qualifying Loan.

Section 10.10. **Purpose of Qualifying Loan.** If it learns that a Qualifying Borrower is not using the proceeds of its Qualifying Loan for the purpose stated in Part A of the Guarantee Term Sheet, it shall promptly inform USAID.

Section 10.11. **Terrorism.** It shall in no event knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts. It shall take all reasonable steps to ensure that none of the loans it seeks to place under coverage of the Guarantee will be made to any such individual or entity, including considering all information about the prospective

borrower of which it is aware and all public information that is reasonably available to it or of which it should be aware.

Section 10.12. **Loan Management.** It shall manage all Qualifying Loans in the same manner as it manages non-guaranteed loans on its books.

Section 10.13. **Lobbying.** No registered lobbyists shall make lobbying contacts on behalf of a Guaranteed Party or the Facility Manager in connection with the Agreement unless it complies with the requirements of 31 USC 1352(b) and any other applicable U.S. law.

Section 10.14. **Third Party Guarantees.** The Guaranteed Parties and the Facility Manager shall seek USAID's prior written consent prior to any issuance of a guarantee from the Credit Guarantee and Investment Facility, a Trust Fund of the Asian Development Bank, or any other third party, which would be for the benefit of investors of the bond issuances noted in the Purpose Section of the Guarantee Term Sheet.

## **Article XI: Termination Events**

Section 11.01. **Termination Events.** It shall be a "Termination Event" if USAID determines, in its reasonable discretion that:

- (a) a Guaranteed Party or the Facility Manager has committed a material breach of the Agreement (other than of terms of the Agreement referred to in clauses (b), (c) and (d) of this Section 11.01);
- (b) a Guaranteed Party has failed to pay when due the Guarantee Fees in accordance with Section 4.02 (*Failure to Pay Guarantee Fees*), and such failure continues for a period of ten days after the date on which such failure occurred ;
- (c) a Guaranteed Party has failed to reimburse USAID in accordance with Section 6.03 (*Reimbursement of USAID*), and such failure continues for a period of ten days after the date on which such failure occurred;
- (d) a Guaranteed Party shall have failed to provide any report or document or maintain any book or record, in each case in compliance with Article IX of this Agreement, and such failure continues for a period of ten days after the date on which such failure occurred;
- (e) a Guaranteed Party or the Facility Manager has engaged in gross negligence, fraud or misrepresentation which, in the case solely of a misrepresentation, could be reasonably expected to result in an adverse effect in any material respect on USAID;
- (f) an Insolvency Event has occurred;
- (g) any one or more events, conditions or circumstances occurs or exists that, alone or taken together, results in or could reasonably be expected to result in a Material Adverse Change;
- (h) a Guaranteed Party has not made any Qualifying Loans on or prior to September 30, 2020;



- (i) a Change of Control has occurred without USAID's written consent, which consent shall not be unreasonably withheld; or
- (j) a Guaranteed Party, the Facility Manager or any of the Key Individuals is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in Part 140 of Title 22 of the United States Code of Federal Regulations.

## **Article XII: Termination and Reduction**

Section 12.01. **Term.** Unless terminated at an earlier date by USAID or a Guaranteed Party in accordance with the terms and conditions herein, the Agreement shall terminate on the Coverage Expiration Date, provided that such termination on the Coverage Expiration Date will not (i) relieve USAID of its obligations under the Agreement with respect to claims submitted prior to the Final Date for Submitting Claims or (ii) relieve any Guaranteed Party of its obligations hereunder, under Section 6.02 (*Reimbursement of USAID*) and Section 6.03 (*Certificate of Post-Claim Recoveries*).

Section 12.02. **Termination or Suspension by USAID for Cause.** USAID may terminate or suspend the Agreement at any time by written notice to the Parties upon the occurrence of any Termination Event. Any termination or suspension by USAID pursuant to this Section 12.02 shall be based on USAID's reasonable opinion and reasonable discretion as to the severity and relevance of the alleged breach, and USAID may elect either to continue or to cancel coverage of any then-outstanding Qualifying Loans; provided, however, that, termination or suspension of the Agreement pursuant to Sections 11.01(f), (g) or (i) shall not affect the validity or enforceability of the Agreement on the portions of the Qualifying Loans that have been disbursed prior to such Termination Event.

Section 12.03. **Termination or Suspension for Convenience.** USAID may terminate or suspend the Agreement at its convenience at any time and for any reason by written notice to the Parties. It is understood that USAID does not expect to exercise this right unless the continuation of the Agreement would not be in the foreign policy interests of the United States or would be in violation of Applicable Law. Any termination or suspension for convenience by USAID pursuant to this Section 12.03 shall not affect the validity or enforceability of the Agreement on the portions of the Qualifying Loans that have been disbursed prior to the date of such termination or suspension; provided, however, that USAID shall in no event be required to pay a claim to the extent that it is unlawful in any applicable jurisdiction, or contrary to any law, regulation or official sanction to which USAID may from time to time be subject.

Section 12.04. **Survival of Certain Obligations.** Notwithstanding any other provision of the Agreement, the obligations of a Guaranteed Party with respect to any unpaid payment obligation under this Agreement, including all outstanding fees, incurred prior to the date of any termination or suspension of the Agreement, and the obligations of such Guaranteed Party with respect to Sections 5.05 (*Repayment*), 6.03 (*Reimbursement of USAID*) and Section 6.04 (*Certificate of Post-Claim Recoveries*) shall survive any termination or suspension of the Agreement.

Section 12.05. **Termination or Removal of a Guaranteed Party.** If a Guaranteed Party is no longer a Party to this Agreement, the Agreement does not automatically terminate as to any remaining Parties (unless otherwise notified in writing by USAID). In such event, the rights and obligations of any other remaining Party shall not be affected.

### **Article XIII: Miscellaneous**

#### **Section 13.01. English Language.**

- (a) The Agreement is prepared in English only.
- (b) All documents to be provided or communications to be given or made under this Agreement shall be in the English language, unless otherwise agreed by USAID in writing.
- (c) To the extent that the original version of any document to be provided, or communication to be given or made, under this Agreement is in a language other than English, that document or communication shall (unless otherwise agreed to in writing by USAID) be accompanied, at the cost and expense of the applicable Guaranteed Party or the Qualifying Borrower, by an English translation certified by an authorized representative acceptable to USAID to be a true and correct translation of the original.

Section 13.02. **Notices and Communications.** Any notices, requests or other communication submitted by any Party to another Party shall be in writing and shall be deemed to have been given when received by the receiving Party at the address indicated in the Guarantee Term Sheet.

Section 13.03. **Payments.** All payments by a Party shall be made in accordance with (i) the Payment Instructions indicated in the Guarantee Term Sheet with respect to payments to USAID and (ii) Appendix 1 or 2 (as applicable), with respect to a Guaranteed Party.

#### **Section 13.04. Exchange Rates.**

- (i) With respect to calculations of the Maximum Authorized Portfolio Amount, calculations of the Maximum Cumulative Disbursements Amount, or any other calculations (not covered in (ii) and (iii) below) under the Agreement, Local Currency /U.S. Dollar equivalencies shall be determined by using the US Treasury Exchange Rate.
- (ii) With respect to the payment of claims and calculations relating to the Guarantee Ceiling, Local Currency /U.S. Dollar equivalencies shall be determined by using (i) the Embassy Exchange Rate where there is a Local Currency Loan and Local Currency claim payment and (ii) the US Treasury Exchange Rate where there is a Local Currency Loan and a US Dollar claim payment.
- (iii) With respect to Guarantee Fees, if the Origination Fee is paid in Local Currency, the Embassy Exchange Rate shall be used to determine Local Currency/U.S. Dollar equivalencies. With respect to the Utilization Fee, in the event such (i) Guarantee Fee is to be paid in U.S. Dollars and (ii) Qualifying Loan is in Local Currency, the fee shall be calculated at the US Treasury Exchange Rate as specified in the Notice of Due Payment.

In each case, unless otherwise notified in writing by USAID to the Parties.

Section 13.05. **Full Faith and Credit.** Each guarantee obligations of USAID under the Agreement for the full payment and performance of the obligations under the Guarantee constitute full faith and credit obligations of the United States of America.

Section 13.06. **Taxation.** Each Guaranteed Party and the Facility Manager agrees to pay all taxes imposed by any government authority in Singapore and/or in any country in which a Qualifying Loan is provided, including any interest and penalties, if any, on or with respect to the Agreement, and hereby indemnifies USAID against any such taxes that may be imposed upon USAID in connection therewith. Payments of all amounts due to USAID under the Agreement shall be made free and clear of and without reduction for such taxes or similar charges or any regulatory fees, wire processing fees, or other costs incurred in Singapore in connection with such payments.

Section 13.07. **Information and Publicity.** The Parties agree to cooperate, from time to time, in exchanging information about the Agreement and its implementation and in giving appropriate and accurate publicity to the Agreement as a program to which USAID has contributed. Each Guaranteed Party and the Facility Manager acknowledges that USAID may share information regarding this Agreement within the U.S. Government.

Section 13.08. **Governing Law and Dispute Resolution.** The Agreement shall be governed by and construed in accordance with the laws of the State of New York of the United States of America. The Parties agree to use their best efforts to resolve disputes arising under the Agreement through amicable negotiations. Any disputes, controversies or claims arising between the Parties under the Agreement that cannot be resolved in negotiations between the parties shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (unless otherwise agreed upon by the Parties) in force at the date of request for arbitration, which rules are deemed incorporated by reference into this clause. Such arbitration shall take place in Washington, DC (unless otherwise agreed upon by the Parties), shall be conducted in the English language, and shall be the sole and exclusive forum for the resolution of disputes, and the decision of the arbitrator(s) shall be final and binding on the Parties. Judgment on the award may be entered in any court having jurisdiction thereof. Each Party hereby irrevocably consents to the service of process in any action or proceeding under the Agreement by mailing copies thereof to the Party's address set forth in the Guarantee Term Sheet, by recognized express courier (such as Federal Express or DHL).

In any arbitration arising under this Agreement, any Party shall be permitted to include, by consolidation, joinder or any other manner, any person or entity not a party to this Agreement if (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) such person or entity has consented to such inclusion.

Section 13.09. **Conflicts.** In the event of any conflict, inconsistency or ambiguity between the terms and conditions of the Guarantee Term Sheet and the terms and conditions of the Standard Terms and Conditions, the terms and conditions of these Standard Terms and Conditions shall control.

Section 13.10. **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties concerning the subject matter of the Agreement and supersedes any prior understanding or written or oral agreement.

Section 13.11. **Amendment.** Any amendment, or waiver of, or any consent given under, any provision of the Agreement shall be in writing and, in the case of any amendment, shall be signed by all Parties.

Section 13.12. **Counterparts.** The Agreement may be signed in separate counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 13.13. **Saving of Rights.**

(a) The rights and remedies of USAID shall not be prejudiced by any investigation by or on behalf of USAID into the affairs of a Guaranteed Party or a Qualifying Borrower.

(b) No waiver by USAID in connection with any conditions under this Agreement shall impair any right, power or remedy of USAID with respect to any other condition under this Agreement.

(c) In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable in any respect or to any extent in any jurisdiction, the remaining terms and provisions that are not effected thereby shall remain in full force and effect.

Section 13.14. **Successors and Assignees.** This Agreement binds and benefits the respective successors and assignees of the Parties; provided, however, neither a Guaranteed Party nor the Facility Manager may assign or delegate any of its rights or obligations under this Agreement without the prior written consent of USAID.

Section 13.15. **No Third Party Beneficiary.** No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

#### **Article XIV: Definitions**

Section 14.01. **Terms.** Throughout the Agreement, terms, when capitalized, shall have the meaning assigned to them as follows:

“**Affiliate**” shall mean, with respect to any Party (other than USAID), (i) if such Party is an individual, any immediate family member of such party, any person that resides in the same home of such Party, any person that is employed by such Party or any person that receives substantial monetary or other economic assistance from such party, and (ii) in all other cases, any legal entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with, such party.

“**Agreement**” shall have the meaning ascribed to that term in Part A of the Guarantee Term Sheet.

“**Applicable Law**” shall mean all statutes, laws, treaties, rules, regulations, ordinances, approvals, codes, orders and other governmental determinations, authorizations or restrictions applicable to the Guaranteed Parties, the Facility Manager or the transactions contemplated by this Agreement.

“**Certification of Post-Claim Recoveries**” shall mean the certification in the form set out in Appendix 4.

“**Change of Control**” shall mean any of the following, in each case, with respect to a Guaranteed Party or the Facility Manager:

- (a) an acquisition by or merger with another legal entity or person;
- (b) a majority of the equity interests in a Guaranteed Party or the Facility Manager is sold to or otherwise acquired by any legal entity or person that does not own at least ten percent (10%) of the equity interests

in a Guaranteed Party or the Facility Manager as of the date of the Agreement, without prior written approval by USAID;

- (c) there is a sale of assets, individually or in the aggregate, or other transactions that results in asset reduction of greater than thirty percent (30%) of total assets immediately prior to such sales or transactions; or
- (d) a change relating to how the management and policies of the company are directed (including the composition of the board of directors) that is not provided for in the organizational documents of a Guaranteed Party or the Facility Manager or would require amendment or replacement of the organizational documents of a Guaranteed Party or the Facility Manager. For the avoidance of doubt, this does not include changes to the membership of the board of directors done through the ordinary course of business.

“**CMS**” shall mean USAID’s Credit Management System.

“**Coverage Expiration Date**” shall have the meaning ascribed to that term in Section 10 of the Guarantee Term Sheet.

“**Country Weight**” or “**CW**” shall have the meaning ascribed to that term in Section 19 of the Guarantee Term Sheet.

“**Country Weight Value**” shall have the meaning ascribed to that term in Section 20 of the Guarantee Term Sheet.

“**Currency of Guarantee Payment**” shall have the meaning ascribed to that term in Section 14 of the Guarantee Term Sheet.

“**Currency of Guarantee Fee Payment**” shall have the meaning ascribed to that term in Section 22 of the Guarantee Term Sheet.

“**days**” shall mean calendar days, unless otherwise stated in the Agreement.

“**Defaulting Borrower**” shall have the meaning ascribed to that term in Section 5.01(a) of the Standard Terms and Conditions.

“**Embassy Exchange Rate**” shall mean the rate of exchange for the conversion of U.S. Dollars to any other currency specified in the Guarantee Term Sheet, as determined by reference to the US Embassy daily exchange rate, which shall be confirmed by USAID/Indonesia on the day of any applicable payment, or such other exchange rate as determined by USAID.

“**Final Date for Disbursements of Qualifying Loans**” shall have the meaning ascribed to that term in Section 9 of the Guarantee Term Sheet.

“**Guarantee**” shall have the meaning ascribed to that term in Part A of the Guarantee Term Sheet.

“**Guarantee Ceiling**” shall have the meaning ascribed to that term in Section 7 of the Guarantee Term Sheet.

“**Guarantee Ceiling Sub Amount**” shall have the meaning ascribed to that term in Section 8 of the Guarantee Term Sheet.

**“Guarantee Fees”** shall have the meaning ascribed to that term in Section 4.01 of the Standard Terms and Conditions.

**“Guarantee Percentage”** shall have the meaning ascribed to that term in Section 6 of the Guarantee Term Sheet.

**“Guarantee Reporting Periods”** shall have the meaning ascribed to that term in Section 15 of the Guarantee Term Sheet.

**“Guarantee Term Sheet”** shall mean the guarantee term sheet set forth as Attachment 1 to the Agreement.

**“Insolvency Event”** shall mean (i) a Guaranteed Party or the Facility Manager instituting a voluntary case concerning itself, or undertaking any actions to form an arrangement with creditors for the purpose of paying its past due debts or seeking its liquidation or reorganization or moratorium of its payments; (ii) a Guaranteed Party’s or the Facility Manager’s inability to pay debts as they become due; (iii) a Guaranteed Party’s or the Facility Manager’s applying for or consent to the appointment of any liquidator, receiver, trustee or administrator for all or a substantial part of its business, or the appointment of a liquidator, receiver, trustee for a Guaranteed Party or the Facility Manager which continues undismissed, undischarged or unstayed for a period of thirty (30) days; (iv) the commencement of an involuntary case against a Guaranteed Party or the Facility Manager under bankruptcy law which is not dismissed within sixty (60) days after commencement of such case; or (v) any other event occurs which, under Applicable Law, would have an effect analogous to any of those events listed in (i) through (iv) of this definition.

**“Key Individuals”** shall mean, with respect to each Guaranteed Party and the Facility Manager, any officer, director, owner, partner, agent, employee, project manager or other person with primary management, administration or supervisory responsibilities, and affiliates that have decision making authority with respect to this Agreement and/or the transactions contemplated hereunder.

**“Loan”** shall mean, unless otherwise specified in the Guarantee Term Sheet, any type of commercial loan, excluding, however, any letter of credit, credit card debt, line of credit, overdraft or other forms of revolving debt

**“Local Currency”** shall mean Bangladeshi Taka, Cambodian Riel, Fiji Dollar, Indian Rupee, Indonesian Rupiah, Nepal Rupee, Papua New Guinean Kina, Philippine Peso, Solomon Islands Dollar, Sri Lankan Rupee, Thai Baht, and Vietnamese Dong.

**“Loan Schedule”** shall mean the loan schedule required to be submitted by the applicable Guaranteed Party in CMS as set out in Section 9.01 of the Standard Terms and Conditions.

**“Material Adverse Change”** shall have the meaning ascribed to that term in Section 10.05 of the Standard Terms and Conditions.

**“Material Adverse Effect”** shall mean a material adverse effect on (a) the business, operations, property, condition (financial or otherwise), or prospects of a Guaranteed Party or the Facility Manager, (b) the ability of a Guaranteed Party or the Facility Manager to perform its obligations under the Qualifying Loan or this Agreement, (c) the validity or enforceability of this Agreement or (d) the rights or remedies of USAID under this Agreement.

**“Maximum Authorized Portfolio Amount”** shall have the meaning ascribed to that term in Section 1 of the Guarantee Term Sheet.

**“Maximum Country Weight Value Requirement”** shall have the meaning ascribed to that term in Section 20 of the Guaranteed Term Sheet.

**“Maximum Cumulative Disbursements Amount”** shall have the meaning ascribed to that term in Section 2 of the Guarantee Term Sheet.

**“Maximum Cumulative Disbursements Sub-Amount”** shall have the meaning ascribed to that term in Section 3 of the Guaranteed Term Sheet.

**“Maximum Cumulative Principal Amount of Qualifying Loans Per Qualifying Borrower”** shall have the meaning ascribed to that term in Section 5 of the Guarantee Term Sheet.

**“Net Recovered Funds”** shall have the meaning ascribed to that term in Section 6.02 of the Standard Terms and Conditions.

**“Net Total Recovered Funds”** shall have the meaning ascribed to that term in Section 6.02 of the Standard Terms and Conditions.

**“Non-Sovereign Enterprise”** shall mean any business or enterprise that a sovereign government does not own a greater than 20% interest in.

**“Notice of Due Payment”** shall mean a notice sent to a Guaranteed Party and specifying the amount of Utilization Fees that are then due and payable under the Agreement.

**“Origination Fee”** shall have the meaning ascribed to that term in Section 21(a) of the Guarantee Term Sheet.

**“Other Recovered Funds”** shall have the meaning ascribed to that term in Section 6.02 of the Standard Terms and Conditions.

**“Percentage of the Total Qualifying Value Guaranteed by USAID”** shall have the meaning ascribed to that term in Section 20 of the Guarantee Term Sheet.

**“Qualifying Borrower”** shall have the meaning ascribed to that term in Section 18 of the Guarantee Term Sheet.

**“Qualifying Loan”** shall have the meaning ascribed to that term in Section 17 of the Guarantee Term Sheet.

**“Qualifying Loan Maturity Date”** shall have the meaning ascribed to that term in Section 13 of the Guarantee Term Sheet.

**“Reasonable Collection Efforts”** shall mean (i) reasonable investigation of the likelihood of repayment before declaring a default; (ii) sending notices to the Qualifying Borrower and any other entity that may be liable on the Qualifying Loan pursuant to agreement with the Borrower or by operation of Applicable Law and standard banking practice in the applicable jurisdiction of the Qualifying Borrower ; (iii) reasonably pursuing, collecting and accepting payments to cure any payment defaults by the Qualifying Borrower; (iv) exercising rights in or over collateral (which, for the avoidance of doubt, shall include parent guarantees from the parent company with respect to the Qualifying Borrower); (v) exercising setoff rights or other rights to debit an account of the

Qualifying Borrower; and (vi) any other action that is standard and expected as part of the repayment collection process. “Reasonable collection efforts” is not required to include the completion of legal proceedings against a Qualifying Borrower.

“**Recovered Funds**” shall have the meaning ascribed to that term in Section 6.02 of the Standard Terms and Conditions.

“**Standard Terms and Conditions**” shall mean these standard terms and conditions set forth as this Attachment 2 to the Agreement.

“**Termination Event**” shall have the meaning ascribed to that term in Section 11.01 of the Standard Terms and Conditions.

“**Total Country Weight Value**” shall have the meaning ascribed to that term in Section 20 of the Guarantee Term Sheet.

“**Total Qualifying Value of USAID Guaranteed Loans**” shall have the meaning ascribed to that term in Section 20 of the Guarantee Term Sheet.

“**Total Recovered Funds**” shall have the meaning ascribed to that term in Section 6.02 of the Standard Terms and Conditions.

“**US Treasury Exchange Rate**” shall mean the rate of exchange for conversion of the Local Currency to U.S. Dollars or the conversion of U.S. Dollars to Local Currency, as used by the U.S. Treasury on a quarterly basis and in effect at the time any such conversion is calculated. As of the date of the Agreement, such rates are published at [https://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm).

“**Utilization Fee**” shall have the meaning ascribed to that term in Section 21(b) of the Guarantee Term Sheet.



### Schedule 1: Eligible Countries and Country Weight Group

<b>Country</b>	<b>IIX Country Weight Group</b>
Indonesia	1
India	2
Philippines	2
Thailand	2
Solomon Islands	3
Bangladesh	4
Fiji	4
Papua New Guinea	4
Sri Lanka	4
Vietnam	4
Cambodia	5
Nepal	5

## Schedule 2: Total Weight Value Calculation (Example)

<b>Lender Name</b>	<b>Lender Country</b>	<b>Country Weight Group</b>	<b>Qualifying Loan Value</b>	<b>% of Total Qualifying Loan Dollar Value Gteed by USAID</b>	<b>Weighting</b>
Project A	India	2	\$ 4,000,000	28.6%	0.57
Project B	Bangladesh	4	\$ 1,500,000	10.7%	0.43
Project C	Sri Lanka	4	\$ 5,000,000	35.7%	1.43
Project D	Cambodia	5	\$ 3,500,000	25.0%	1.25
<b><i>Total Country Weight Value (IIX WLB2)</i></b>					<b>3.68</b>

## Appendix 1: Request for Payment of Claim

### Use when submitting 30 or fewer defaulted Qualifying Loans at one time

#### Instructions:

Processing of a claim is contingent on the following:

- ☐ Delivery to USAID of a completed claim package, as set out below
- ☐ Submission and approval of all semi-annual Qualifying Loan Schedule reports up to the current period as reflected in the USAID Credit Management System (CMS)
- ☐ Payment, in full, to USAID of all Guarantee Fees due as of the claim submission date, as defined in the Guarantee Agreement

A complete claim package MUST contain the following to be considered for payment:

- ☐ **All four completed Claim Forms** provided herein: 1) Loan Information, 2) Claim Terms, 3) Payment Instructions, and 4) Claim Certification.
- ☐ **Verification of purpose of loan:** A signed loan application or credit approval document from the Guaranteed Party that shows the stated and approved purpose of the loan.
- ☐ **Proof of disbursement of loan:** A loan statement or a current account statement with disbursement of the guaranteed loan clearly identified and initialed by an authorized member of the Guaranteed Party.
- ☐ **Record of payments on principal balance of loan:** A loan statement or a current account statement with repayments of principal balance of the guaranteed loan clearly identified and initialed by an authorized member of the Guaranteed Party.
- ☐ **Proof of write-off or provisioning of loan:** (i) A loan statement, banking system screenshot, or other document proving write-off of the loan, or (ii) in the case of legal impediment or significant impracticality to a write-off, a signed document proving the loan is provisioned for at least twenty percent (20%).
- ☐ **Evidence of collection efforts:** Final demand letter or final loan collection visit report. Per the Guarantee Agreement, claims must be submitted no fewer than 90 days after final demand.

**Please send completed claim packages to [DCAclaims@usaid.gov](mailto:DCAclaims@usaid.gov).**

## Claim Form 1: Loan Information:

Pursuant to Section **5.02** (*Submission of Claim*) of Guarantee Agreement No. 497-DCA-19-012 (the "Guarantee Agreement") entered into between USAID and *[Name of Guaranteed Party]* (the "Guaranteed Party") on *[date]*, we hereby request that you make the following payment with respect to the Qualifying Loan. Terms used herein shall have the meanings ascribed to them in the Guarantee Agreement.

Name of Borrower in Default	
CMS Transaction Report #	
Date of Loan Approval	mm/dd/yyyy
Date of Loan Maturity	mm/dd/yyyy
Disbursement Date [if multiple disbursements, indicate amount disbursed on each date]	mm/dd/yyyy

a. Currency of loan submitted

b. Approved amount of loan

c. Amount of loan disbursed

d. Approved purpose of loan proceeds

e. Additional loans to the Borrower under coverage in the Guarantee Agreement

USAID Transaction Report No.	Date of Loan Approval	Maturity Date	Approved Amount of Loan	Interest Rate	Is Loan in Default? (yes/no)

Claim Form 2: Claim Terms

a. Date of default

mm/dd/yyyy

b. Date of final demand

mm/dd/yyyy

c. Reason for default

d. Description of Reasonable Collection Efforts used for the Qualifying Loan submitted

e. Amount of repayments credited to principal to date

Use currency of loan

f. Amount of defaulted principal

Use currency of loan

g. Amount of claim

Use currency of loan

h. Other loans to the same borrower *NOT* under coverage in the Guarantee Agreement that are *currently in default*. If none, please insert “N/A”:

Loan Number or Identification	Approved Amount of loan	Amount of Principal Defaulted	Date of Default	Amount of Collateral Applied to Loan

(k) Confirmation that the bridge financing provided by Global Affairs Canada, or any other third party, to any Guaranteed Party has been fully repaid and is no longer in existence.

### Claim Form 3: Payment Instructions

The Guaranteed Party requests that payment be made by the method and to the account described below:

- ☐ **DOS Check**, picked up from the US Mission
- ☐ **Electronic Transfer** (fill in the information below)

#### **For DOS Check:**

Bank representative:

Contact information for bank representative:

Phone number:

Email:

Address of bank:

#### **For Electronic Transfers:**

Beneficiary of account:

[Guaranteed Party]

Bank name:

SWIFT code:

Account number:

**Please be sure that the account listed can accept electronic transfers in the currency of the loans in default.**

## Claim Form 4: Claim Certification

The Guaranteed Party hereby certifies that it has complied with the requirements of the Guarantee Agreement (including the payment of all Guarantee Fees arising under Section **4.01** (*Guarantee Fees*)) and will comply with the requirements of Article **V** (*Claim Procedures*) of the Guarantee Agreement. The Guaranteed Party further certifies that:

- (a) the Borrower has failed to repay the stated principal amount due as described on Claim Form 2;
- (b) the Borrower has failed to meet the Guaranteed Party's demand for repayment of the principal amount due on the Qualifying Loan;
- (c) the Guaranteed Party has diligently pursued Reasonable Collection Efforts against the Borrower (and any other entity that may be liable on the Loan), in accordance with Applicable Law and standard banking practice in the applicable jurisdiction of the Borrower; and
- (d) After such collection activities, the Guaranteed Party has (1) has written off the entire outstanding balance (including principal and interest) of the Loan as a bad debt expense; or (2) it (A) is unable, because of a legal impediment or significant impracticality, to take the action described in (1) above, and (B) has established a specific provision of funds (which is evidenced on its balance sheet or income statement) for possible loan losses associated with the default by the Defaulting Borrower, and the amount of such provision equals or exceeds twenty percent (20%) of the amount of defaulted principal.

The Guaranteed Party further certifies that the claim package submitted to USAID is complete and includes the following documentation (**please check all that are included**):

- ☐ Completed Claim Forms 1, 2, 3, and 4
- ☐ Verification of the purpose of the loan
- ☐ Proof of disbursement of loan
- ☐ Record of repayments of loan
- ☐ Proof of write-off or provisioning of defaulted loan
- ☐ Evidence of collection efforts

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 2: Summary Request for Payment of Claim

### Use when submitting more than 30 defaulted Qualifying Loans at one time in a single currency

#### Instructions:

Processing of a claim for 30 or more Qualifying Loans is contingent on the following:

- ☐ Delivery to USAID of a completed claim package, as set out below
- ☐ Submission and approval of all semi-annual Qualifying Loan Schedule reports up to the current period as reflected in the USAID Credit Management System (CMS)
- ☐ Payment, in full, to USAID of all Guarantee Fees due as of the claim submission date, as defined in the Guarantee Agreement

A complete claim package MUST contain the following to be considered for payment:

- ☐ **All four completed Claim Forms** provided herein: 1) Loan Information Summary, 2) Claim Summary Spreadsheet, 3) Payment Instructions, and 4) Claim Certification.
- ☐ **All required documents for a sample of at least 30 defaulted loans**, as set out below.

The following documentation is required for *each* loan in the loan document sample:

- ☐ **Verification of purpose of loan:** A signed loan application or credit approval document from the Guaranteed Party that shows the stated and approved purpose of the loan.
- ☐ **Proof of disbursement of loan:** A loan statement or a current account statement with disbursement of the guaranteed loan clearly identified and initialed by an authorized member of the Guaranteed Party.
- ☐ **Record of payments on principal balance of loan:** A loan statement or a current account statement with repayments of principal balance of the guaranteed loan clearly identified and initialed by an authorized member of the Guaranteed Party.
- ☐ **Proof of write-off or provisioning of loan:** (i) A loan statement, banking system screenshot, or other document proving write-off of the loan, or (ii) in the case of legal impediment or significant impracticality to a write-off, a signed document proving the loan is provisioned for at least twenty percent (20%).
- ☐ **Evidence of collection efforts:** Final demand letter or final loan collection visit report. Per the Guarantee Agreement, claims must be submitted no fewer than 90 days after final demand.

**Please send completed claim packages to [DCAclaims@usaid.gov](mailto:DCAclaims@usaid.gov).**



Claim Form 1: Loan Information Summary

Pursuant to Section **5.02** (*Submission of Claim*) of Guarantee Agreement No. 497-DCA-19-012 (the "Guarantee Agreement") entered into between USAID and **[Name of Guaranteed Party]** (the "Guaranteed Party") on **[date]**, we hereby request that you make the following payment with respect to the Loan. Terms used herein shall have the meanings ascribed to them in the Guarantee Agreement.

- a. Currency of loans in claim submission
- b. Total amount of defaulted principal

Use currency of loans
- c. Total amount of claim request

Use currency of loans
- d. Common reasons for defaults of Qualifying Loans in this claim submission

- e. Description of Reasonable Collection Efforts used for the Qualifying Loans submitted in this claim  
(summary of lender process and results)

Please fill out the Excel Spreadsheet with required data (screenshot below) for each defaulted Qualifying Loan included in the claim submission. A spreadsheet can be requested from USAID. Please submit to [DCAclaims@usaid.gov](mailto:DCAclaims@usaid.gov) along with the other Claim Forms, as set forth in the instructions above.

[illegible]

### Claim Form 3: Payment Instructions

The Guaranteed Party requests that payment be made by the method and to the account described below:

- ☐ **DOS Check**, picked up from the US Mission
- ☐ **Electronic Transfer** (fill in the information below)

#### **For DOS Check:**

Bank representative:

#### Contact Information for Bank Representative:

Phone number:

Email:

Address of bank:

#### **For Electronic Transfers:**

Beneficiary of account:

[Guaranteed Party]

Bank name:

SWIFT code:

Account number:

**Please be sure that the account listed can accept electronic transfers in the currency of the loans in default.**

## Claim Form 4: Claim Certification

The Guaranteed Party hereby certifies that it has complied with the requirements of the Guarantee Agreement (including the payment of all Guarantee Fees arising under Section **4.01** (*Guarantee Fees*)) and will comply with the requirements of Article **V** (*Claim Procedures*) of the Guarantee Agreement. The Guaranteed Party further certifies that:

- (a) the Borrowers have failed to repay the stated principal amount due as described on the submitted Claim Summary Spreadsheet;
- (b) the Borrowers have failed to meet the Guaranteed Party's demand for repayment of the principal amount due on the Qualifying Loans;
- (c) the Guaranteed Party has diligently pursued Reasonable Collection Efforts against each Borrower (and any other entity that may be liable on the Loan), in accordance with Applicable Law and standard banking practice in the applicable jurisdiction of the Borrower; and
- (d) After such collection activities, the Guaranteed Party has (1) has written off the entire outstanding balance (including principal and interest) of the Loans as a bad debt expense; or (2) it (A) is unable, because of a legal impediment or significant impracticality, to take the action described in (1) above, and (B) has established a specific provision of funds (which is evidenced on its balance sheet or income statement) for possible loan losses associated with the default by the Defaulting Borrower, and the amount of such provision equals or exceeds twenty percent (20%) of the amount of defaulted principal.
- (e) The Guaranteed Party acknowledges that USAID reserves the right to request additional loan files and information beyond the initial 30 loans submitted as it deems necessary for approval.

The Guaranteed Party further certifies that the claim package submitted to USAID is complete and includes the following documentation (**please check all that are included**):

- ☐ Completed Claim Forms 1, 2, 3, and 4

For each loan in the sample, also include:

- ☐ Verification of the purpose of the loan
- ☐ Proof of disbursement of loan
- ☐ Record of repayments of loan
- ☐ Proof of write-off or provisioning of defaulted loan
- ☐ Evidence of collection efforts

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix 3: Reporting Qualifying Loans**

### **Part 1: Reporting Qualifying Loans in Credit Management System: Transaction Reports**

A Transaction Report is created by the Guaranteed Party each time that a loan is placed under guarantee coverage. It contains information that is pertinent to the particular loan in question. Only one Transaction Report is created per loan, not per disbursement. If there are multiple disbursements, this information will be reflected by the Guaranteed Party when reporting Disbursements in the Loan Schedule. Transaction Reports can be created at any time, although USAID recommends that they be created at the time of loan disbursement.

The Guaranteed Party is advised to carefully review the data recorded in each Transaction Report to ensure that it is correct before submitting the information to USAID. At the time of submission, the Guaranteed Party will certify that the Loan is a Qualifying Loan as defined in the Agreement and that the information submitted is true and correct in all respects. Once the Transaction Report is submitted, only USAID is permitted to make any changes.

**SCREENSHOT ON NEXT PAGE**

## Create Transaction Report

Transaction Report Number	Set Upon Submission
Credit Agreement Guarantee Number	999-DCA-99-999
Country and Currency	Kiribati - UNITED STATES - DOLLAR <small>If more than one currency is available, select from the drop-down menu.</small>
Credit Type	Term Loan
Exchange Rate	Set Upon Submission
Borrower Name	Paola
City/Town	Washington <small>Please spell out shortened names such as Fort, Saint, etc.... Also please note that some city names have multiple spellings and may contain accents or dashes (e.g. Port-au-Prince).</small>
State/Province/Region	District of Columbia
Business/Sector	Agriculture <small>Select the type of business the borrower operates.</small>
Additional Information	ID 20934978523
Purpose of Loan	Purchase of irrigation system for urban garden <small>Please be specific... e.g., "working capital for new inventory"</small>
Transaction Amount	3000 <small>Date loan was first disbursed.</small>
End Date	2015/02/07 <small>Same as Maturity or Expiration Date.</small>

## Development Indicators

First Time Borrower	Yes
Current Number of Employees on Payroll	N/A <small>N/A means 0 employees or self-employed.</small>
Woman-Owned Business	Yes <small>Please select Yes if a woman owns 51% or more of the business.</small>
Total Assets	10000 <small>(In the same currency as the transaction.)</small>
Current Annual Revenue	55000 <small>(In the same currency as the transaction.)</small>

Save

Cancel

[Return to Top](#)

The information contained in CMS are trade secrets and commercial or financial information which are privileged and confidential and exempt from disclosure under the Freedom of Information Act, 5 U.S.C. Sec. 552. Furthermore, this information is prohibited from disclosure under the Trade Secrets Act, 18 U.S.C. Sec 1905.

## APPENDIX 3 cont.

### Part 2: Reporting Qualified Loans in Credit Management System (Loan Schedule Screen Shot)

At the end of each six-month guarantee or reporting period, the Guaranteed Party creates a new Loan Schedule in CMS and update loan activity for that period. USAID will use its best efforts to notify the Guaranteed Party as soon as the US Treasury Exchange Rate for that period has been updated in CMS. CMS will automatically incorporate any new Qualifying Borrowers for whom Transaction Reports were created during the last reporting period. The ending loan balance for the previous period will become the opening balance for the current period. It is up to the Guaranteed Party to update the Disbursements, Payments, Arrears (Days) and Removed Coverage Date columns to reflect loan activity that occurred during the current reporting period. CMS will automatically calculate the ending balance. Updated Loan Schedules are due no later than thirty (30) days following the last day of the reporting period.

The Guaranteed Party is advised to carefully review the data recorded in the Loan Schedule to ensure that it is correct before submitting this information to USAID. The submission by the Guaranteed Party to USAID (in any form and through any means, including via email or CMS) of a Qualifying Loan is deemed a certification at the time of such submission by the Guaranteed Party that the loans are Qualifying Loans as defined in the Agreement and that the information submitted is true and correct. Once the Loan Schedule has been submitted to USAID, only USAID can make changes.

CMS

Credit Monitoring

Reports

Administration

You are logged in as

Help

Loan Schedule

Notes

Export Loan Schedule to XLS

Loan Schedule Summary

Report Period Start Date

2015/01/01

Report Period End Date

2015/06/30

Status

Submitted

Draft

Submitted

Loan Schedule Items, G

Sort Loan Schedule Summary By: 

Sort By Date

Sort By Name

Kiribati: UNITED STATES - DOLLAR

Loan Information					Loan Activity during Guarantee Period (2015/01/01 to 2015/06/30)					Date Removed from Coverage
Transaction Number	Borrower	Approved Loan Amount	Guarantee %	Disbursement Date	Principal Balance as of 2015/01/01	Disbursement in Current Period	Payment to Principal in Current Period	Principal Balance as of 2015/06/30	Days in Arrears on 2015/06/30	
535308	Scott	1,000.00	50.00%	2014/04/10	680.00	0.00	10.00	670.00	103	
539650	Jess	30,000.00	50.00%	2015/01/17	0.00	30000.00	0.00	30,000.00	0	

Ending Balance Subtotal: 30,670.00 (UNITED STATES - DOLLAR)

Exchange Rate: 1.000

Ending Balance Subtotal: \$30,670.00 (USD)

Save

Cancel

Return to Top

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**The information contained in CMS are trade secrets and commercial or financial information which are privileged and confidential and exempt from disclosure under the Freedom of Information Act, 5 U.S.C. Sec. 552. Furthermore, this information is prohibited from disclosure under the Trade Secrets Act, 18 U.S.C. Sec 1905.**

## Appendix 4: Certification of Post-Claim Recoveries

Attention:

Date:

Ref: Loan Portfolio Guarantee Agreement No. DCA – [insert guarantee no.]

Capitalized terms used but not defined herein shall have the meanings ascribed to that term in the loan portfolio guarantee agreement No. [insert guarantee no.] (the “Agreement”) dated \_\_\_\_\_, between the United States Agency for International Development (USAID) and [insert name of the Guaranteed Party](the “Guaranteed Party”). The Guaranteed Party hereby certifies that it was paid [insert amounts] by USAID in connection with claims submitted under the Agreement.

The Guaranteed Party further certifies that, as of the date hereof, it has received [insert amount] in Recovered Funds (as defined in Section 6.02 of the Agreement) and, in accordance with Section 6.03 of the Agreement, shall reimburse USAID [ ] [Insert brief description of collection efforts and related costs incurred].

The Guaranteed Party acknowledges that USAID may refuse to honor any future claims under the Agreement if the specified amount of Recovered Funds and any other amounts noted above is not accurate.

Guaranteed Party

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date



## Appendix 5 (a): Form of Certificate of Authority

[LETTERHEAD OF GUARANTEED PARTY AND FACILITY  
MANAGER]

[NAME OF GUARANTEED PARTY/ENTITY]

### CERTIFICATE OF AUTHORITY

The undersigned, [Insert name and title of the Officer] of [Insert Name, Address and Place Incorporated of the Guaranteed Party] (the “Guaranteed Party”) is delivering this Certificate of Authority pursuant to Section [7.01(i)(b)] of the loan portfolio guarantee agreement No: \_\_\_\_\_ dated [] (the “Agreement”) between the United States Agency for International Development (“USAID”) and the Guaranteed Party. I, [Insert Name of Officer], DO HEREBY CERTIFY that [Insert Name of Officer Signing the Agreement] has the authority to sign the Agreement and any appendices thereto on behalf of the Guaranteed Party.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the [DATE].

[INSERT NAME OF GUARANTEED PARTY/FACILITY  
MANAGER]

By:  
Name:  
Title:

**Instructions (delete before signing):** This Certificate should be dated the date of the Guarantee Agreement and signed simultaneously. USAID can date the signed form so long as the Guaranteed Party is aware and has not opposed. It should be signed by an individual that has the capacity to confirm the authority of the entity signing the Guarantee Agreement. Accordingly, the signatory to this Certificate and the Guarantee Agreement are different.

## Appendix 5 (b): Form of Officer's Certificate

### [LETTERHEAD OF GUARANTEED PARTY AND FACILITY MANAGER]

Subject: USAID Guarantee No. DCA – [ ]

The undersigned, **[insert name and title of the Officer and name of the Guaranteed Party]** (the “Guaranteed Party”) is delivering this certificate pursuant to Section [7.01(i)(c)] of the loan portfolio guarantee agreement dated [(the “Agreement”)] between the United States Agency for International Development (“USAID”) and the Guaranteed Party.

I, [Insert Name of Officer], as [Insert Title and Name of Guaranteed Party], DO HEREBY CERTIFY that all representations made by the Guaranteed Party in Section 8 of the Agreement are true and complete as of the date of the Agreement and as of the date hereof.

**[INSERT NAME OF GUARANTEED PARTY/FACILITY MANAGER]**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

**Instructions (delete before signing):** This Certificate should be dated the date of the Guarantee Agreement and signed simultaneously. USAID can date the signed form so long as the Guaranteed Party is aware and has not opposed. It should be signed by the individual that is signing the Guarantee Agreement.

## Appendix 5 (c): Form of Legal Opinion

[LETTERHEAD OF LAW FIRM OR IN-HOUSE COUNSEL]

[INSERT ADDRESS OF USAID]

[DATE]

Subject: USAID Guarantee No. DCA – [ ]

We have acted as counsel to [insert name of Guaranteed Party or the Facility Manager] (the [“Guaranteed Party”/the “Facility Manager”]) in connection with the agreement of guarantee (the “Guarantee Agreement”) dated [ ] between the United States Agency for International Development (“USAID”) and the Guaranteed Party. This opinion is being delivered to you at the request of the [Guaranteed Party/Facility Manager] pursuant to [Section 7.01(ii)(a)] of the Guarantee Agreement. Terms used but not defined herein shall be given the meanings ascribed to them in the Guarantee Agreement.

In rendering the opinion below, we have examined executed copies of the Guarantee Agreement, such corporate and other records, agreements, or documents pertaining to the [Guaranteed Party/Facility Manager] as we have deemed relevant and necessary as a basis for the opinions set forth below.

[Insert any assumptions]

Based on the foregoing, we are of the opinion that:

1. [Guaranteed Party/Facility Manager is duly organized and validly existing where incorporated or chartered. The Guaranteed Party has full power, authority and legal right to carry out its business as currently conducted, to execute, deliver and perform the Guarantee Agreement and all other documents which the Guarantee Agreement contemplates will be executed by the Guaranteed Party and to carry out all the activities which the Guarantee Agreement contemplates will be carried out by the [Guaranteed Party/Facility Manager.
2. The execution, delivery and performance by the [Guaranteed Party/Facility Manager of the Guarantee Agreement have been duly authorized by all necessary actions of the [Guaranteed Party/Facility Manager, and the Guarantee Agreement constitutes a legal, valid and binding obligation of the Guaranteed Party enforceable in accordance with its terms.
3. Neither the entry into the Guarantee Agreement nor the compliance with its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any instrument or arrangement to which the [Guaranteed Party/Facility Manager is a party or by which it is bound, or violate any of the terms or provisions of its organizational documents, any judgment, decree, or order or any Applicable Law.
4. No approval, consent, registration, filing, agreement, certificate, permit, authority or exemption of any kind is required from any governmental authority in order for the [Guaranteed Party/Facility Manager to enter into the Guarantee Agreement and perform its duties thereunder.

[Insert any qualifications]

[Name and signature of law firm or lawyer providing the opinion and signature]

## Appendix 5 (d): Form of CP Satisfaction Letter

[SAMPLE LETTER FROM USAID INDICATING CONDITIONS PRECEDENT HAVE BEEN SATISFIED]

Date: **[Insert Date]**

**[insert name of officer of Guaranteed Party signatory]**

**[Insert title – e.g., general manager]**

**[Insert name of the guaranteed party]**

**[insert address]**

Subject: **[insert country name]** Loan Portfolio Guarantee  
Guarantee No. DCA-[insert guarantee no. –xxx-DCA-xx-xxx]  
**Satisfaction of Conditions Precedent**

Dear **[insert name]**:

Reference is hereby made to the Loan Portfolio Guarantee Agreement [insert guarantee no.] (the “Agreement”), dated [\_\_\_\_, \_\_\_\_], between the U.S. Agency for International Development (“USAID”) and [insert name of Guaranteed Party] (the “Guaranteed Party”). Capitalized terms used but not defined in this letter shall have the meanings ascribed to that term in the Agreement. Pursuant to Section 7.01 (*Conditions Precedent*) of the Agreement, USAID hereby notifies [insert name of Guaranteed Party] that it has received the materials and information referred to in Section 7.01 and they are in form and substance satisfactory to USAID. Therefore, subject to the terms and conditions of the Agreement, Qualifying Loans may now be placed under the coverage of the Guarantee.

Sincerely,

**[insert name]**  
**Mission Director**  
**USAID/[insert Mission]**

## **Appendix 6: Key Individual Certification Narcotics Offences and Drug Trafficking**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
National ID#: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

### **NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

## Appendix 7: Impact Criteria

The following outlines the Guaranteed Party's impact criteria for Qualifying Borrowers:

### MFI Impact Criteria:

- Clear commitment to/mission of empowering women as demonstrated by ensuring that (i) not less than seventy percent (70%) of the clients of the Qualifying Borrowers are underserved (low-income, rural) women; (ii) the clients of Qualifying Borrowers are organizations (e.g. microfinance institutions, farmer cooperatives, etc.) that have underserved women as majority of their clients; and/or (iii) the Qualifying Borrower ring-fences the loan to ensure proceeds impact majority women beneficiaries
- Key business activities of the Qualifying Borrower help achieve one or more of the following primary outcomes:
  - Increased income generation ability or stability of income
  - Increased financial security via savings or insurance
  - Increased ownership of assets (house, land, etc.)
  - Increased productivity or time saving
  - Increased access to essential products or services that improve quality of life for the woman beneficiary or dependent family members (young children, elderly parents)

### MSME Impact Criteria:

- Clear commitment to/mission of empowering women demonstrated by ensuring that (i) not less than seventy percent (70%) of the beneficiaries of the Qualifying Borrower are underserved (low-income, rural) women; (ii) the Qualifying Borrower ring-fences the loan to ensure proceeds impact majority women beneficiaries; or (iii) the Qualifying Borrower proactively targets women beneficiaries in an industry where women are underrepresented and thereby serves a total percentage of women beneficiaries that is higher than the industry standard.
- Key business activities of the Qualifying Borrower help achieve one or more of the following primary outcomes:
  - Increased income generation ability or stability of income
  - Increased access to clean and/or stable energy sources
  - Increased access to stable employment opportunities or formal integration into agricultural/industrial supply chains
  - Increased ownership of assets (house, land, etc.)
  - Increased productivity or time saving
  - Increased access to skills or market information
  - Increased access to other essential products or services that improve financial resilience or quality of life for woman beneficiaries or dependent family members (young children, elderly parents)

January 17, 2020

Ms. Chek Khai Juat

Director

WLB Asset II Pte Ltd

9 Raffles Place

#26-01 Republic Plaza

Singapore 048619

Ms. Durreen Shahnaz

Director

WLB Asset II B, C, D Pte Ltd

1 King George's Avenue

#05-00 Rehau Building

Singapore 208557

Mr. Robert Kraybill

Managing Director, Portfolio Management and Chief Investment Officer

Impact Investment Exchange Pte Ltd

1 King George's Avenue

#05-00 Rehau Building

Singapore 208557

**Subject: First Amendment to Loan Portfolio Guarantee No. 497-DCA-19-012 among WLB Asset II Pte Ltd, WLB Asset II B Pte Ltd, WLB Asset II C Pte Ltd, WLB Asset II D Pte Ltd, USAID and Impact Investment Exchange Pte Ltd.**

The United States Agency for International Development ("USAID"), WLB Asset II Pte Ltd, WLB Asset II B Pte Ltd, WLB Asset II C Pte Ltd, WLB Asset II D Pte Ltd (each a "**Guaranteed Party**", and together the "**Guaranteed Parties**"), and Impact Investment Exchange Pte Ltd. (the "**Facility Manager**") entered into a Loan Portfolio Guarantee Agreement dated September 6, 2019 (the "**Agreement**"). Capitalized terms used but defined herein shall have the meanings ascribed to such terms in the Agreement.

The Parties hereby agree to this First Amendment, which amends the Agreement as follows:

1. Section 3 (*Maximum Cumulative Disbursements Sub-Amount*) of Attachment 1 (*Guarantee Term Sheet*) is hereby deleted in its entirety and replaced with the following:

**Maximum Cumulative Disbursements Sub-Amount:** The maximum cumulative sub-amount of disbursements made under Qualifying Loans shall initially be no greater or less than the following amounts for each respective Guaranteed Party:

WLB Asset II Pte Ltd Dollars (US\$11,625,000)	Eleven million six hundred twenty five thousand U.S.
WLB Asset II B Pte Ltd	Twenty-two million U.S. Dollars (US\$22,000,000)
WLB Asset II C Pte Ltd	Thirty million U.S. Dollars (US\$30,000,000)
WLB Asset II D Pte Ltd Dollars (US\$36,375,000)	Thirty-six million three hundred seventy-five thousand U.S.

No disbursement made under a Qualifying Loan by a Guaranteed Party shall be eligible for coverage under the Agreement unless the amount of such disbursement, together with all previous disbursements made under Qualifying Loans by that Guaranteed Party is equal to the Maximum Cumulative Disbursement Sub-Amount for that Guaranteed Party.

2. Section 8 (*Guarantee Ceiling Sub-Amount*) of Attachment 1 (*Guarantee Term Sheet*) is hereby deleted in its entirety and replaced with the following:

**Guarantee Ceiling Sub-Amount:** With respect to each Guaranteed Party, the Guarantee Ceiling-Sub Amount shall be fifty percent (50%) of such Guaranteed Party's Maximum Cumulative Disbursements Sub-Amount, which represents USAID's maximum liability under this Agreement with respect to any Guaranteed Party. The following represents each Guaranteed Party's initial Guarantee Ceiling Sub-Amount, which may be updated pursuant to Sections 3 and 4 of the Term Sheet:

WLB Asset II Pte Ltd U.S. Dollars (US\$5,812,500)	Five million eight hundred twelve thousand five hundred
WLB Asset II B Pte Ltd (US\$11,000,000)	Eleven million U.S. Dollars
WLB Asset II C Pte Ltd (US\$15,000,000)	Fifteen million U.S. Dollars
WLB Asset II D Pte Ltd hundred U.S. Dollars (US\$18,187,500)	Eighteen million one hundred eighty-seven thousand five

3. Section 4.01(a) (i) (*Origination Fee*) of Attachment 2 (*Standard Terms and Conditions*) is hereby deleted in its entirety and replaced with the following:

No later than thirty (90) days after the date of the Agreement, WLB Asset II Pte Ltd shall pay to USAID a one-time Origination Fee of thirty-four thousand eight hundred seventy-five U.S. Dollars (US\$34,875) (the "**First Origination Fee**").

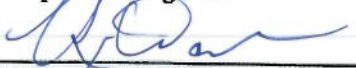


Except as amended herein, the Agreement remains in full force and effect. Hereafter, references to the Agreement in any document or other agreement shall be deemed to constitute references to the Agreement as amended by this First Amendment.


This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York of the United States of America, without reference to or giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

By signing below, you indicate your agreement and acceptance of this First Amendment to the Agreement.

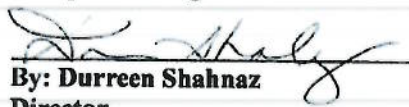
Accepted and agreed:

  
\_\_\_\_\_  
By: Ryan Washburn  
Mission Director  
USAID/Indonesia  
Date: 1/17/2020


Accepted and agreed:

  
By: Ms. Chek Khai Juat  
Director  
WLB Asset II Pte Ltd  
Date: \_\_\_\_\_

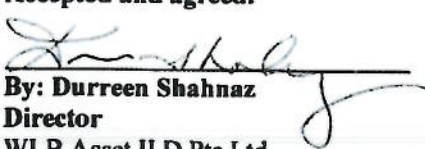
Accepted and agreed:

  
By: Durreen Shahnaz  
Director  
WLB Asset II B Pte Ltd  
Date: \_\_\_\_\_

Accepted and agreed:

  
By: Durreen Shahnaz  
Director  
WLB Asset II C Pte Ltd  
Date: \_\_\_\_\_

Accepted and agreed:

  
By: Durreen Shahnaz  
Director  
WLB Asset II D Pte Ltd  
Date: \_\_\_\_\_

Accepted and agreed:

  
By: Robert Kraybill  
Managing Director  
Impact Investment Exchange Pte Ltd  
Date: \_\_\_\_\_



October 4, 2021

Durreen Shahnaz  
Director  
WLB Asset II D Pte Ltd  
1 King George's Avenue #05-00  
Rehau Building Singapore 208557

Agnes Chen Meiyun,  
Director Director  
WLB Asset II B Pte Ltd  
WLB Asset II C Pte Ltd  
1 King George's Avenue #05-00  
Rehau Building Singapore 208557

Chek Khai Juat  
Director  
WLB Asset II Pte Ltd  
9 Raffles Place  
#26-01 Republic Plaza Singapore 048619

Robert Kraybill  
Managing Director, and Chief Investment Officer  
Impact Investment Exchange Pte Ltd  
1 King George's Avenue  
#05-00 Rehau Building  
Singapore 208557

Subject: Amendment No. 2 to Loan Portfolio Guarantee Agreement No. 497-DCA-19-012

Dear Durreen Shahnaz, Agnes Chen Meiyun, Chek Khai Juat, and Robert Kraybill,

Reference is hereby made to the above-referenced loan portfolio guarantee agreement dated as of September 6, 2019 and amended on January 17, 2020 (the "Agreement") among the U.S. International Development Finance Corporation ("DFC", as the legal successor to the United States Agency for International Development), on behalf of the United States of America, each of WLB Asset II Pte Ltd, WLB Asset II B Pte Ltd, WLB Asset II C Pte Ltd and WLB Asset II D Pte Ltd (each a "Guaranteed Party" and together the "Guaranteed Parties") and Impact Investment Exchange Pte Ltd (the "Facility Manager"). DFC, the Guaranteed Parties and the Facility Manager are each a "Party" hereto and together the "Parties". Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Agreement.

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Pursuant to the mutual agreement of the Parties and in accordance with Section 13.11 (Amendment) of Attachment 2 (Standard Terms and Conditions) of the Agreement, the Agreement is hereby amended as follows:

1. Section A (Guarantee Purpose) of Attachment 1 (Guarantee Term Sheet) of the Agreement is deleted in its entirety and replaced with the following:

GUARANTEE PURPOSE. The DFC guarantee (the “Guarantee”) provided under the terms and conditions of this Loan Portfolio Guarantee Agreement (this “Agreement”) is intended to strengthen each Guaranteed Party’s ability to provide loans to microfinance institutions and impact enterprises across South and Southeast Asia and in the Republic of Kenya, with the goal of empowering women to transition to sustainable livelihoods through access to both capital and resources and opportunities to participate in the labor force. The guaranteed loans shall be funded with proceeds from a series of up to four bond issuances over time, thus mobilizing capital from private investors through the capital markets.

2. The following sentence is added to the end of Section 2 (Maximum Cumulative Disbursements Amount) of Attachment 1 (Guarantee Term Sheet) of the Agreement:

No more than five million U.S. Dollars (\$5,000,000) of the total Maximum Cumulative Disbursements Amount may be disbursed to Qualifying Borrowers in Kenya.

3. In accordance with Section 4 (Reallocations) of Attachment 1 (Guarantee Term Sheet) of the Agreement, DFC hereby agrees to the reallocation of the Maximum Cumulative Disbursements Sub-Amounts for each Guaranteed Party in Section 3 (Maximum Cumulative Disbursements Sub-Amount) of Attachment 1 (Guarantee Term Sheet) of the Agreement as follows:

WLB Asset II Pte Ltd:	Eleven million six hundred twenty-five thousand U.S. Dollars (US\$11,625,000)
WLB Asset II B Pte Ltd:	Twenty seven million U.S. Dollars (US\$27,000,000)
WLB Asset II C Pte Ltd:	Sixty one million three hundred seventy-five thousand U.S. Dollars (US\$61,375,000)
WLB Asset II D Pte Ltd:	Zero U.S. Dollars (US\$0)

4. The Guarantee Ceiling Sub-Amount of each Guaranteed Party in Section 8 (Guarantee Ceiling Sub-Amount) of Attachment 1 (Guarantee Term Sheet) of the Agreement is hereby updated to the following:

WLB Asset II Pte Ltd:	Five million eight hundred twelve thousand five hundred U.S. Dollars (US\$5,812,500)
-----------------------	--

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WLB Asset II B Pte Ltd: Thirteen million five hundred thousand U.S. Dollars (US\$13,500,000)  
WLB Asset II C Pte Ltd: Thirty million six hundred eighty seven thousand five hundred U.S. Dollars (US\$30,687,500)  
WLB Asset II D Pte Ltd: Zero U.S. Dollars (US\$0)

5. The definition of “Local Currency” in Article XIV (Definitions) of Attachment 2 (Standard Terms and Conditions) of the Agreement is deleted in its entirety and replaced with the following:

“Local Currency” shall mean Bangladeshi Taka, Cambodian Riel, Fiji Dollar, Indian Rupee, Indonesian Rupiah, Nepal Rupee, Papua New Guinean Kina, Philippine Peso, Solomon Islands Dollar, Sri Lankan Rupee, Thai Baht, Vietnamese Dong and Kenyan Shilling.

6. Schedule 1: Eligible Countries and Country Weight Group of the Agreement is deleted in its entirety and replaced with the following:

Country	IIX Country Weight Group
Indonesia	1
India	2
Philippines	2
Thailand	2
Solomon Islands	3
Vietnam	3
Bangladesh	4
Fiji	4
Papua New Guinea	4
Kenya	4
Cambodia	5
Nepal	5
Sri Lanka	5

This second amendment shall have no effect on any other provisions of the Agreement, and all such provisions shall remain in full force and effect. Hereafter, references to the Agreement in any document or other agreement shall be deemed to constitute references to the Agreement as amended by this second amendment.

This second amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This second amendment shall be governed by and construed in accordance with the laws of the State of New York of the United States of America, without reference to or giving effect to any choice or

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conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

I respectfully request that you sign below, indicating your agreement with this second amendment to the Agreement.

**U.S. International Development Finance Corporation**

\_\_\_\_\_  
Date \_\_\_\_\_

Scott Haller  
Managing Director, Analytics and Compliance  
Office of Development Credit/Mission Transaction Unit  
U.S. International Development Finance Corporation

**Accepted and Agreed:**

  
\_\_\_\_\_  
Date 10 / 04 / 2021

Durreen Shahnaz

Director

WLB Asset II D Pte Ltd

1 King George's Avenue #05-00

Rehau Building Singapore 208557



\_\_\_\_\_  
Date 4 October 2021

Agnes Chen Meiyun,

Director Director

WLB Asset II B Pte Ltd

WLB Asset II C Pte Ltd

1 King George's Avenue #05-00

Rehau Building Singapore 208557

DocuSigned by:

  
B5F1492298674F2

\_\_\_\_\_  
Date 5 October 2021

Chek Khai Juat

Director

WLB Asset II Pte Ltd

9 Raffles Place

#26-01 Republic Plaza Singapore 048619



\_\_\_\_\_  
Date 10 / 04 / 2021

Robert Kraybill

Managing Director, and Chief Investment Officer

Impact Investment Exchange Pte Ltd

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U.S. International  
Development  
Finance Corporation

December 9, 2021

Durreen Shahnaz  
Director  
~~WLB Asset II Pte Ltd~~  
~~WLB Asset II B Pte Ltd~~  
~~WLB Asset II C Pte Ltd~~  
WLB Asset II D Pte Ltd  
1 King George's Avenue #05-00  
Rehau Building Singapore 208557

Ms. Chek Khai Juat  
Director  
WLB Asset II Pte Ltd  
9 Raffles Place  
#26-01 Republic Plaza Singapore 048619

Agnes Chen Meiyun  
Director  
WLB Asset II B Pte Ltd  
WLB Asset II C Pte Ltd  
1 King George's Avenue #05-00  
Rehau Building Singapore 208557

Mr. Robert Kraybill  
Managing Director, Portfolio Management and Chief Investment Officer  
Impact Investment Exchange Pte Ltd  
1 King George's Avenue  
#05-00 Rehau Building  
Singapore 208557

Subject: Amendment No. 3 to Loan Portfolio Guarantee Agreement No. 497-DCA-19-012

Dear Ms. Shahnaz, Ms. Chen and Mr. Kraybill, and Ms. Chek

Reference is hereby made to the Loan Portfolio Guarantee Agreement No. 497-DCA-19-012 dated as of September 6, 2019, and amended on January 17, 2020, and October 4<sup>th</sup>, 2021, (the "Agreement") among the U.S. International Development Finance Corporation ("DFC", as the legal successor to the United States Agency for International Development), on behalf of the United States of America, each of WLB Asset II Pte Ltd, WLB Asset II B Pte Ltd, WLB Asset II C Pte Ltd and WLB Asset II D Pte Ltd (each a "Guaranteed Party" and together the "Guaranteed Parties") and Impact Investment Exchange Pte Ltd (the "Facility Manager"). DFC, the Guaranteed Parties and the Facility Manager are each a "Party" hereto and together the "Parties". Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Agreement.

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Development  
Finance Corporation

Pursuant to the mutual agreement of the Parties and in accordance with Section 13.11 (Amendment) of Attachment 2 (Standard Terms and Conditions) of the Agreement, the Agreement is hereby amended as follows:

1. In accordance with Section 4 (Reallocations) of Attachment 1 (Guarantee Term Sheet) of the Agreement, the Facility Manager requests and DFC hereby agrees to the reallocation of the Maximum Cumulative Disbursements Sub-Amounts in Section 3 of Attachment 1 (Guarantee Term Sheet) of the Agreement as follows:

WLB Asset II Pte Ltd:	Eleven million six hundred twenty-five thousand U.S. Dollars (US\$11,625,000)
WLB Asset II B Pte Ltd:	Twenty six million nine hundred twenty two thousand two hundred fifty three U.S. Dollars (US\$26,922,253)
WLB Asset II C Pte Ltd:	Thirty three million six hundred fifty thousand U.S. Dollars (US\$33,650,000)
WLB Asset II D Pte Ltd:	Twenty seven million eight hundred and two thousand seven hundred forty seven U.S. Dollars (US\$27,802,747)

2. Section 5 (Maximum Cumulative Principal Amount of Qualifying Loans Made Per Qualifying Borrower) of Attachment 1 (Guarantee Term Sheet) of the Agreement is deleted in its entirety and replaced with the following:

5. **Maximum Cumulative Principal Amount of Qualifying Loans Made Per Qualifying Borrower:** The Local Currency equivalent of twenty million U.S. Dollars (US\$20,000,000), cumulatively calculated among the Guaranteed Parties, but in no event greater than the Local Currency equivalent of ten million U.S. Dollars (US\$10,000,000) per Guaranteed Party, unless otherwise agreed by DFC in writing. The foregoing includes the sum of principal loan disbursements made to a Qualifying Borrower and to any of its Affiliates.

3. The Guarantee Ceiling Sub-Amount of each Guaranteed Party in Section 8 (Guarantee Ceiling Sub-Amount) of Attachment 1 (Guarantee Term Sheet) of the Agreement is hereby updated to the following:

WLB Asset II Pte Ltd:	Five million eight hundred twelve thousand five hundred U.S. Dollars (US\$5,812,500)
WLB Asset II B Pte Ltd:	Thirteen million four hundred sixty one thousand one hundred and twenty six U.S. Dollars (US\$13,461,126)
WLB Asset II C Pte Ltd:	Sixteen million eight hundred twenty five thousand U.S. Dollars (US\$16,825,000)
WLB Asset II D Pte Ltd:	Thirteen million nine hundred one thousand three hundred seventy three U.S. Dollars (US\$13,901,373)

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4. In accordance with Section 21 (a) (Origination Fee) of Attachment 1 (Guarantee Term Sheet) of the Agreement, at any time a Guaranteed Party receives an increase in its Maximum Cumulative Disbursements Sub-Amount, a corresponding Origination Fee will be charged to such Guaranteed Party. Accordingly, the Third Origination Fee payable to DFC in accordance with Section 4.01(a)(iii) of Attachment 2 (Standard Terms and Conditions) by WLB Asset II C Pte Ltd shall equal 30 basis points (0.30%) of its updated Maximum Cumulative Disbursement Sub-Amount, as set forth in the updated Section 3 of Attachment 1 (Guarantee Term Sheet) of the Agreement, as revised by this amendment. A credit of twenty-four thousand two hundred thirty three U.S. Dollars (\$24,233) is being applied from the previous origination fee. The Third Origination Fee payable by WLB Asset II C Pte Ltd is therefore equal to seventy-six thousand seven hundred and sixteen U.S. Dollars (US\$76,716).
5. In accordance with Section 12 (Currency of Qualifying Loans) of Attachment 1 (Guarantee Term Sheet) of the Agreement, the Facility Manager, on behalf of WLB Asset II C Pte Ltd, has demonstrated that, with respect to the business and operations, the regulatory regime governing external borrowings, or the ability of the Guaranteed Party to apply a hedging mechanism, there is a valid reason for a Qualifying Loan to a Qualifying Borrower (Oakridge Energy Private Limited) to be made in U.S. Dollars, and has required the Qualifying Borrower to hedge the currency risk associated with the loan. In determining that there is a valid reason for the loan to be made in U.S. Dollars, the Facility Manager considered the Reserve Bank of India's External Commercial Borrowing (ECB) regulations concerning lending by foreign lenders to Indian entities, and determined that, under the ECB regulations, a loan in Indian Rupees could neither be made on terms that were 1) economic to WLB Asset II C Pte Ltd nor 2) that were at interest rates consistent with those prevailing among private commercial lenders in India, as required by Section 2.02(e) of Attachment 2 (Standard Terms and Conditions) of the Agreement. Therefore, in accordance with Section 12 (Currency of Qualifying Loans) of Attachment 1 (Guarantee Term Sheet) of the Agreement, DFC hereby provides its approval of one proposed U.S. Dollar denominated Qualifying Loan to Oakridge Energy Private Limited or one of its affiliates (in each case, solely to the extent it is a Qualifying Borrower) in an amount up to two million U.S. Dollars (US\$2,000,000).
6. Section 8.17. (Other U.S. Government Agreements) of Attachment 2 (Standard Terms and Conditions) of the Agreement is deleted in its entirety and replaced with the following:

**Other U.S. Government Agreements.** Other than the finance agreement, number 9000115404 among IIX Women's Catalyst Fund, L.P., the Facility Manager and DFC dated as of December 8<sup>th</sup> 2021 (the "DFC Loan Agreement") it has not entered into any other guarantees and/or financing agreements with any other U.S. government agency and/or entity. No Qualifying Loan is subject to coverage by any other guarantees and/or funded by any financing agreements with any other U.S. government agency and/or entity (including the DFC Loan Agreement).

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Development  
Finance Corporation

This third amendment shall have no effect on any other provisions of the Agreement, and all such provisions shall remain in full force and effect. Hereafter, references to the Agreement in any document or other agreement shall be deemed to constitute references to the Agreement as amended by this third amendment.

This third amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This third amendment shall be governed by and construed in accordance with the laws of the State of New York of the United States of America, without reference to or giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

I respectfully request that you sign below, indicating your agreement with this third amendment to the Agreement.

**U.S. International Development Finance Corporation**

\_\_\_\_\_  
Scott Haller  
Managing Director, Analytics and Compliance  
Office of Development Credit/Mission Transaction Unit  
U.S. International Development Finance Corporation

DocuSigned by:

*Chek Khai Juat*

\_\_\_\_\_  
Ms. Chek Khai Juat  
Director  
WLB Asset II Pte Ltd  
9 Raffles Place  
#26-01 Republic Plaza Singapore 048619

*Robert Kraybill*

9th December 2021

\_\_\_\_\_  
Mr. Robert Kraybill  
Managing Director, Portfolio Management and Chief Investment Officer  
Impact Investment Exchange Pte Ltd

*Agnes Chen Meiyun*

12 / 09 / 2021

\_\_\_\_\_  
Agnes Chen Meiyun  
Director  
WLB Asset II B Pte Ltd  
WLB Asset II C Pte Ltd  
1 King George's Avenue #05-00  
Rehau Building Singapore 208557

*Durreen Shahnaz*

9th December 2021

\_\_\_\_\_  
Durreen Shahnaz, Director  
WLB Asset II B Pte Ltd  
WLB Asset II C Pte Ltd  
WLB Asset II D Pte Ltd  
1 King George's Avenue #05-00  
Rehau Building Singapore 208557

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**Appendix D**  
**U.S. Purchaser Letter**

*In connection with any purchase of Bonds (as defined below), persons purchasing the Bonds will be required to execute and return a letter substantially in the form set out below to the following recipients:*

<b>Issuer:</b>  <b>WLB Asset II C Pte. Ltd.</b> 9 Raffles Place, #26-01 Republic Plaza Singapore 048619	<b>Transfer Agent:</b>  <b>The Bank of New York Mellon SA/NV, Dublin Branch</b> Riverside II Sir John Rogerson's Quay Grand Canal Dock Dublin 2, Ireland
---	--

\_\_\_\_\_, 20\_\_

WLB Asset II C Pte. Ltd.

and

The Placement Agent (as defined below)

Ladies and Gentlemen:

In connection with its agreement to purchase Women's Livelihood (the "**Bonds**") of WLB Asset II C Pte. Ltd. (the "**Issuer**"), the undersigned purchaser acknowledges, represents to and agrees with the Issuer and the Placement Agent, as follows (capitalized terms not defined herein are used as defined in the confidential information memorandum dated \_\_\_\_\_, 2021, in connection with the offering of the Bonds (the "**Information Memorandum**")):

1. It acknowledges that the Bonds have not been registered under the Securities Act or any applicable state securities laws and agrees on its own behalf and on behalf of any investor account for which it is purchasing Bonds that, for so long as the Bonds are outstanding, the Bonds may not be offered, sold, pledged or otherwise transferred, directly or indirectly, except:
  - a) to the Issuer (though the Issuer is under no obligation to purchase any such Bonds); or
  - b) in the United States or to U.S. Persons (within the meaning of Regulation S) to persons who are both "qualified institutional buyers" in reliance on Rule 144A and "qualified purchasers" in accordance with the Investment Company Act; or
  - c) outside the United States to non-U.S. persons (within the meaning of Regulation S) in offshore transactions in reliance on Regulation S;

and in each case in compliance with any applicable state securities laws in the United States or securities laws of any other applicable jurisdictions;

2. It acknowledges and represents that that each of the acknowledgements, representations and agreements required of a U.S. Person purchaser, all as set forth under the caption "Transfer Restrictions and Investor Representations – United States" in the Information Memorandum, are true and binding as to itself and any party on whose behalf it may be acting and that it will comply with the same. Paragraphs (1) through (26) under said caption are deemed set out and repeated here;
3. It agrees that upon any transfer, sale or pledge of the Bonds or any interest therein, it will provide a certificate of transfer (and corresponding exit letter) to the Issuer and the Transfer Agent confirming that

the transfer was effected in accordance with said transfer restrictions.

The Issuer and the Placement Agent shall be entitled to rely on delivery of an electronic mail or facsimile copy of this U.S. Purchaser Letter, and acceptance by the Issuer of an electronic mail or facsimile copy of this U.S. Purchaser Letter shall create a legal, valid and binding agreement between the Issuer and the undersigned.

By:

---

Print Name of Purchaser

By:

---

Name:

Title:

**Appendix E**  
**Sustainability Bond Guidelines Second Party Opinion**

---

# WOMEN'S LIVELIHOOD BOND<sub>4</sub>CLIMATE

## SUSTAINABILITY BOND GUIDELINES

### FRAMEWORK OVERVIEW AND SECOND PARTY OPINION BY IIX GLOBAL CHARITABLE LIMITED

2 December 2021



[www.iixfoundation.org](http://www.iixfoundation.org)

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*This document has been prepared by IIX Global Charitable Limited with the aim to summarize our analysis of the alignment of the Women's Livelihood Bond4Climate with the Sustainability Bond Guidelines developed by the International Capital Market Association. Consequently, this document is for information purposes only, and IIX Global Charitable Limited will not accept any form of liability for the substance of the Opinion and/or any liability for damage arising from the use of this Opinion and/or the information provided in it.*

*As the Opinion is based on information made available by the client, IIX Global Charitable Limited does not warrant that the information presented in this document is complete, accurate or up to date.*

*Nothing contained in this Opinion shall be construed as to make a representation or warranty, express or implied, regarding the advisability to invest in any securities or include any companies in investable universes and/or portfolios. Furthermore, this Opinion shall in no event be interpreted or construed as an assessment of the economic performance or credit worthiness of the bond.*

*The issuer is fully responsible for ensuring its commitments to compliance, implementation and monitoring.*

*All images used in this document are with written permission from the individual being photographed or give attribution to the organizations which own the distribution rights.*

## Executive Summary

IIX Global Charitable Limited is a Singapore registered charity (No. 201006538Z) with expertise in impact measurement, gender-lens analysis and sustainable development. The purpose of this document is to opine on the compliance of the Women's Livelihood Bond™<sub>4</sub>Climate (WLB<sub>4</sub>Climate) with the International Capital Markets Association's (ICMA) Social Bond Principles (SBP) and Green Bond Principles (GBP) as well as with the ASEAN Capital Markets Forum's Social Bond Standards (SBS). The WLB<sub>4</sub>Climate is an innovative debt security with a mission to drive forward the United Nation's Sustainable Development Goal (SDG) 5: Gender Equality and SDG 13: Climate Action. The WLB<sub>4</sub>Climate is part of a ~US\$150 million bond program; this document provides a Second Party Opinion to be issued by WLB Asset II C Pte Ltd (hereafter referred to as WLB<sub>4</sub>Climate). The WLB<sub>4</sub>Climate is expected to impact between 400,000 - 500,000+ female beneficiaries and generate a social return of ~US\$4 for every US\$1 invested.

**Based on our analysis of WLB<sub>4</sub>Climate, IIX Global Charitable Limited finds that the WLB<sub>4</sub>Climate is in compliance with the ICMA's SBP and GBP** per the most recent guidelines available (updated as of June 2021) **and with the ASEAN Capital Markets Forum's ASEAN Social Bond Standards.** As part of this analysis, IIX Global Charitable Limited held conversations with relevant members of the portfolio management team from Impact Investment Exchange Pte. Ltd. (IIX) – the Portfolio Manager engaged to evaluate and recommend the selection of projects to be funded with the proceeds of the WLB<sub>4</sub>Climate – and reviewed relevant public and internal documents provided by the Portfolio Manager and the underlying Borrowers. A summary of the IIX Global Charitable Limited's conclusion regarding the WLB<sub>4</sub>Climate compliance with the SBP and GBP's four core tenets is as follows:

- **Use of Proceeds:** The WLB<sub>4</sub>Climate proceeds will be used to make loans to ten underlying Borrowers who will collectively drive forward the United Nation's Sustainable Development Goal 5: Gender Equality. Over its four-year tenor, the WLB<sub>4</sub>Climate is expected to support the socio-economic empowerment of 400,000+ underserved women and girls by transitioning them to sustainable livelihoods and advancing climate action.
- **Process for Project Evaluation and Selection:** The Portfolio Manager conducts a rigorous social and financial due diligence on potential underlying Borrowers of the WLB<sub>4</sub>Climate and uses a set of screening criteria which have been jointly agreed upon with the United States International Development Finance Corporation (DFC). The Portfolio Manager clearly communicates the social objectives of the WLB<sub>4</sub>Climate, the screening criteria used, and the portfolio selection process to investors through the Information Memorandum to ensure transparency.
- **Management of Proceeds:** The proceeds of the WLB<sub>4</sub>Climate will be tracked by the Portfolio Manager in an appropriate manner. The issuer (WLB Asset II C Pte. Ltd.) is a Special Purpose Vehicle (SPV) established specifically to issue the bonds and make the loans to the underlying Borrowers. As such, all of the proceeds will be used for the purposes of the bonds. The SPV will be required to return any unallocated portion of the proceeds to bondholders.
- **Reporting:** The Portfolio Manager will monitor the impact performance of the underlying Borrowers throughout the life of the bond and will provide the following reports: (i) semi-annual impact reporting based on self-reported data from underlying Borrowers; (ii) annual impact reporting based on verified data and field visits to interview end beneficiaries; and (iii) ad-hoc announcements on the Singapore Exchange in case of any material changes to the underlying portfolio.

The remainder of this document is divided into three main sections. The first section provides an overview of the Portfolio Manager, the WLB<sub>4</sub>Climate structure and its expected impact. The second section outlines IIX Global Charitable Limited's opinion of the WLB<sub>4</sub>Climate's consistency with the SBP and GBP using the official ICMA format, which includes an overview of the Bond's alignment with each of the SBP and GBP's four core tenets. This section also includes a discussion of how the WLB<sub>4</sub>Climate complies with the ASEAN Social Bond Standards. The third section contains key information provided by the Portfolio Manager that was used to conduct IIX Global Charitable Limited's analysis; this includes (i) the impact assessment framework used to evaluate gender-lens outcomes; and (ii) a mapping to the United Nation's (UN) Sustainable Development Goals (SDGs). The summary briefly outlines IIX Global Charitable Limited's key findings and reiterates the expected impact of the WLB<sub>4</sub>Climate in advancing SDG 5: Gender Equality by creating sustainable livelihoods for underserved women in Asia.







# 1 Overview of the Women's Livelihood Bond™<sub>4</sub>Climate

## 1.1 Women's Livelihood Bond™ Series

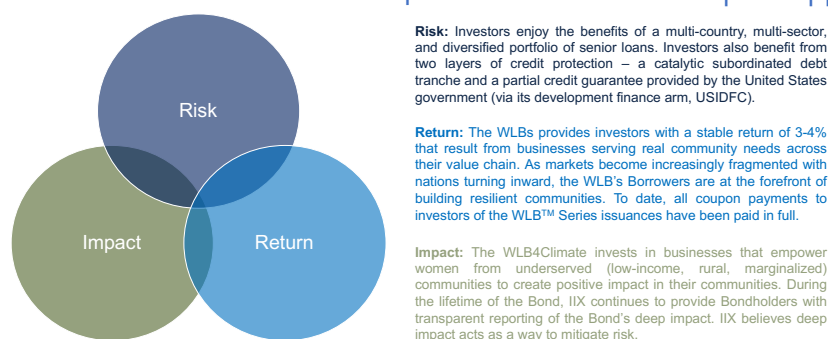
**Using Innovative Finance to Build Gender Equal Capital Markets:** The Women's Livelihood Bond™ series is a series of innovative debt securities that mobilize private capital to invest in a multi-country, multi-sector portfolio of women-focused enterprises that balances risk, return and impact. The mission of the WLB series is to transform the narrative of women as victims of poverty and inequality to empowering them as solutions to sustainable development that create multi-generational impact, drive climate action and build COVID-resilience. The WLB<sub>4</sub>Climate complies with ICMA Sustainability Bond guidelines and is closely aligned to the United Nation's Sustainable Development Goal (SDG) 5: Gender Equality and SDG 13: Climate Action by transitioning women to sustainable livelihoods and investing a part of the proceeds to empower women to mitigate and adapt to climate change; the Bond also aligns with sub-targets under 12 other SDGs as outlined in Section 3. A livelihood is sustainable when it can cope with and recover from stress and shocks, maintain or enhance its capabilities and assets, provide earning opportunities for the next generation and contribute to wider development goals.

**Track Record:** In 2017, Impact Investment Exchange Pte. Ltd. (IIX) developed and launched the first bond in the series, the WLB 1, the world's first gender-lens, impact investing instrument to be listed on a stock exchange (Singapore Exchange) and quoted on Bloomberg (ISIN: XS1476571614). The WLB 1 successfully matured in July 2021, with all coupon payments and principal payments made on time, even throughout the COVID-19 pandemic. WLB 2 was issued in January 2020 (ISIN: XS2092263081), and WLB 3 was issued in December 2020 (ISIN: XS2271198611). The WLB 1, WLB 2 and WLB 3 mobilized US\$48 million in total of private sector capital helping underserved (low-income, rural, financially excluded) women to transition from subsistence to sustainable livelihoods, thereby advancing the United Nations' Sustainable Development Goal (SDG) 5: Gender Equity. All three issuances complied with ICMA Social Bond Principles.

**Current Issuance:** Based on the success of WLB 1, WLB 2 and WLB 3, IIX is now scaling the WLB series with its fourth issuance, WLB<sub>4</sub>Climate, that will be issued in Q4 2021. While constructing the WLB<sub>4</sub>Climate portfolio, IIX collected ~3000 data points and connected with over 500 women to verify the impact of the Portfolio Companies using a combination of virtual field visits and IIX Values™, IIX's digital assessment tool. This enabled IIX to map the impact of the WLB<sub>4</sub>Climate portfolio to 14 SDGs and estimate a Social Return on Investment of ~\$4 for every \$1 invested. IIX will continue to rely on impact verification to provide investors with semi-annual impact performance reports tracking social and environmental outcomes experienced by ~400,000 - 500,000 women and girls from underserved communities across the 4-year bond tenor.

**Balancing Risk, Return and Impact:** The foundation of all of IIX's work is its Risk-Return-Impact (RRI) approach, which has served as the blueprint to transform financial markets and create many world-firsts – including the WLB Series as the world's first impact investing and gender lens instrument to be listed on a stock exchange. All Bonds in the WLB Series, including the WLB<sub>4</sub>Climate, balance all three RRI components as outlined below in Figure 1.

Figure 1: Women's Livelihood Bond<sub>4</sub>Climate Risk-Return-Impact Approach





**WLB<sub>4</sub>Climate Portfolio Country and Sector Overview:** The WLB<sub>4</sub>Climate is a multi-country and multi-sector bond with a view to diversify risk and increase the breadth of impact. The ten underlying Borrowers are based in four countries: Cambodia, India, Indonesia, and the Philippines. The entities operate in six sectors: Clean Energy, Microfinance, Small-Medium Enterprise (SME) Lending, Agriculture Lending, Mobility Lending and Skills Training. The geographic and sector breakdowns of the WLB<sub>4</sub>Climate portfolio are outlined in Figure 3 and Figure 4 respectively.

Figure 3: WLB<sub>4</sub>Climate Geographic Breakdown

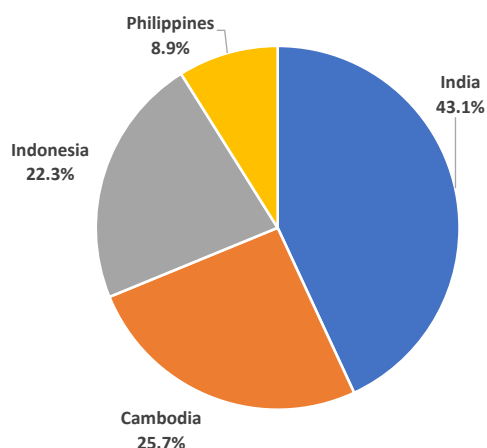
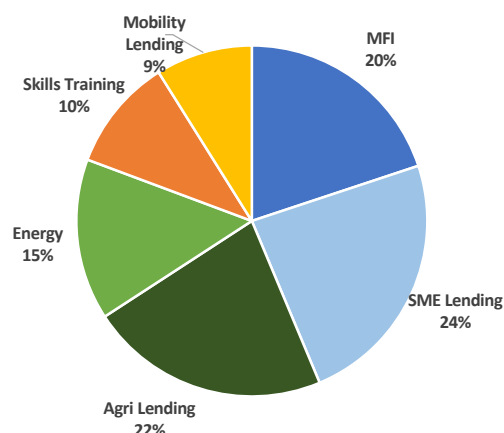


Figure 4: WLB<sub>4</sub>Climate Sector Breakdown



## 1.2 Women's Livelihood Bond™<sub>4</sub>Climate: Issuer and Key Implementation Partners

### The Issuer

The WLB<sub>4</sub>Climate is issued through a special purpose vehicle (SPV), WLB Asset II C Pte Ltd, established as a wholly owned subsidiary of IIX. The issuer has engaged CSC GFM Asia Services (Singapore) Pte Ltd (CSC GFM) to serve as the Corporate Services Provider for the SPV and BNY Mellon to serve as the Trustee for the Bonds.

### Portfolio Manager

IIX is the portfolio manager and lead structurer for the WLB series. Over the past eleven years, IIX has built the world's largest crowdfunding platform for impact investing ([Impact Partners](#)), created innovative financial products such as the [Women's Livelihood Bond Series](#), digitized its impact assessment to effectively measure and value the impact of an enterprise on people and planet through [IIX Values](#), operated award-winning enterprise technical assistance programs such as [IIX ACTS](#), and established an [Impact Institute](#) for training and education. To date, IIX's work has spanned 53 countries, unlocked close to US\$215 million of private sector capital and positively impacted over 100 million direct and household lives, and avoided over 1.4 million tons of carbon. IIX has received numerous awards for its work including the Oslo Business for Peace Award, the 'Nobel Prize for Business'.

Across all of its work, IIX seeks to drive the achievement of the United Nations' SDGs with a central focus on SDG 5: Gender Equality. This commitment is founded on IIX's firm belief that women are at the heart of sustainable development, playing a pivotal role in supporting their communities in achieving food security, overall resource management and long-term peace and security. Women are the backbone of rural enterprises, fueling local and global economies. Research revealed economically-secure women are more likely to have healthier and better-educated children, creating a positive, virtuous cycle for the broader population. Additionally, women are central to global efforts to build climate resilience and to the COVID-recovery efforts in emerging markets forming the majority of frontline health workers, agriculture workers and MSME-owners, making them central to green supply chains, economic recovery and social progress.

As the Portfolio Manager for the WLB<sub>4</sub>Climate, IIX's pre-issuance responsibilities include structuring the bond, developing a pipeline of potential Borrowers, borrower origination and due diligence, impact measurement, and partnership development. The post-issuance responsibilities of the Portfolio Manager include borrower management, ongoing announcements made on the SGX, and periodic social and financial reporting to investors and other stakeholders.

### Other Key Partners

To magnify the WLB<sub>4</sub>Climate's success in bringing women to the front and centre of capital markets, IIX uses an ecosystem approach by engaging a wide range of partners. Key partners include:

- **Guarantee and Sub-Debt Partner:** As outlined above, the DFC will provide a 50% pari-passu guarantee of the principle amount of each of the Loans to be made by the SPV, in line with the US government's commitment to drive forward sustainable development and empower women from underserved communities. The DFC will also be the primary subordinated debt investor in the WLB<sub>4</sub>Climate; their investment will be channeled through IIX's Women's Catalyst Fund to provide senior bondholders with an additional 10% layer of credit protection.
- **Banking Partners:** Australian New Zealand (ANZ) Bank, Barclays Bank and Standard Chartered Bank (SCB) serve as the placement agents for the WLB<sub>4</sub>Climate. Collectively, the three banking partners will place the WLB<sub>4</sub>Climate with both institutional investors and private banking clients. In previous years, the WLB series has attracted capital from a wide range of investors including large institutional investors, funds, microfinance investment vehicles, family offices and ultra-high-net-worth individuals. Investors have participated from across the world including Australia, Hong Kong, Indonesia, New Zealand, Singapore, Switzerland, the United Kingdom and the United States of America.
- **Legal Partners:** The WLB<sub>4</sub>Climate has benefitted from the advice of four pro-bono legal partners: (i) Shearman & Sterling (counsel to the Portfolio Manager); (ii) Clifford Chance (counsel to the placement agents and to the trustee) (iii) Latham & Watkins (counsel to the placement agents); (iv) Cyril Amarchand Mangaldas (local counsel); (v) TSMP (local counsel); and (vi) Chapman Tripp (local counsel). In addition, IIX will partner with a number of other law firms to ensure the WLB<sub>4</sub>Climate is in compliance with local regulations.





## 2 Compliance with Applicable Principles and Standards

### 2A ICMA Sustainability Bond Guidelines - External Review Form

#### 2A.1 Basic Information

**Issuer name:** WLB Asset II C Pte Ltd

**Sustainability Bond ISIN:** ISIN: XS2418613928 (REGS); ISIN: XS2418614066 (144A)

**Independent External Review provider's name:** IIX Global Charitable Limited

**Completion date of this form:** 2 December 2021

#### 2A.2 Review Overview

##### SCOPE OF REVIEW

The review assessed the following elements and confirmed their alignment with the GBPs and the SBPs:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Use of Proceeds        | <input checked="" type="checkbox"/> Process for Project Evaluation and Selection |
| <input checked="" type="checkbox"/> Management of Proceeds | <input checked="" type="checkbox"/> Reporting                                    |

##### ROLE(S) OF INDEPENDENT EXTERNAL REVIEW PROVIDER

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Second Party Opinion | <input type="checkbox"/> Certification  |
| <input type="checkbox"/> Verification                    | <input type="checkbox"/> Scoring/Rating |
| <input type="checkbox"/> Other (please specify):         |   |

##### EXECUTIVE SUMMARY OF REVIEW and/or LINK TO FULL REVIEW (if applicable)

IIX Global Charitable Limited is of the opinion that the Women's Livelihood Bond<sub>4</sub>Climate (WLB<sub>4</sub>Climate) is consistent with current Sustainability Bond Guidelines (2021) as promulgated by the International Capital Market Association (ICMA). According to IIX Global Charitable Limited's analysis, the WLB<sub>4</sub>Climate aligns with the four tenets of the GBP and SBP: (i) use of proceeds; (ii) process for project evaluation and selection; (iii) management of proceeds; and (iv) reporting. The full report will be made available online on the Portfolio Manager's website: [www.iixglobal.com](http://www.iixglobal.com)

As part of this analysis, IIX Global Charitable Limited Foundation held conversations with relevant members of the portfolio management team from Impact Investment Exchange Pte. Ltd. (IIX or the Portfolio Manager) and reviewed relevant public and internal documents provided by the Portfolio Manager and the group of underlying Borrowers.

## Detailed review

### 2A.3 Use of Proceeds

**Overall comment on section:** IIX Global Charitable Limited has determined that the use of proceeds of the WLB4Climate is consistent with the criteria under the SBP and GBP 'use of proceeds' tenet. IIX Global Charitable Limited sighted the following documents as a part of its analysis: (i) WLB4Climate draft Information Memorandum; (ii) the Portfolio Manager's impact assessment frameworks for each underlying borrower; and (iii) additional documentation provided by underlying Borrowers including but not limited to business plans, annual reports and documents containing end beneficiary related data.

The WLB4Climate is designed to support socio-economic advancement of underserved women from rural, low-income, disadvantaged or financially excluded communities and a subset of the proceeds will empower women to mitigate and adapt to climate change. The entire proceeds of the WLB4Climate will be used to make new loans to ten underlying Borrowers in Cambodia, India, Indonesia, and the Philippines. Each of those Borrowers through their activities provide clear social benefits by empowering women to (i) increase their income through microcredit products for women-owned microbusinesses and Small and Medium Enterprises (SMEs); (ii) improve their financial resilience through savings and micro-insurance; (iii) increase productivity through skills training and mobility loans; (iv) increase ownership of assets including land, property and vehicles; and (v) advance climate action through transition to clean and affordable energy and through financial support for female smallholder farmers in regions affected by climate change.

For every US\$1 invested, the WLB4Climate is expected to generate US\$4 of social value by empowering women to (i) increase income; (ii) build financial resilience; (iii) increase ownership of assets (e.g. land, homes and vehicles); (iv) improve productivity; and (v) improve climate action. The WLB4Climate is expected to empower between 400,000 and 500,000 women and girls over the 4-year tenor of the Bond.

#### Use of proceeds categories as per GBP:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Renewable energy                       | <input checked="" type="checkbox"/> Energy efficiency  |
| <input type="checkbox"/> Pollution prevention and control                  | <input type="checkbox"/> Environmentally sustainable management of living natural resources and land use |
| <input type="checkbox"/> Terrestrial and aquatic biodiversity conservation | <input checked="" type="checkbox"/> Clean transportation   |



- |  |   |
|--|---|
| <input type="checkbox"/> Sustainable water and wastewater management   | <input checked="" type="checkbox"/> Climate change adaptation |
| <input type="checkbox"/> Eco-efficient and/or circular economy adapted products, production technologies and processes                             | <input type="checkbox"/> Green buildings                      |
| <input type="checkbox"/> Unknown at issuance but currently expected to conform with GBP categories, or other eligible areas not yet stated in GBPs | <input type="checkbox"/> Other ( <i>please specify</i> ):     |

If applicable please specify the environmental taxonomy, if other than GBPs: N/A

#### Use of proceeds categories as per SBP:

- |  |  |
|--|--|
| <input type="checkbox"/> Affordable basic infrastructure   | <input type="checkbox"/> Access to essential services  |
| <input type="checkbox"/> Affordable housing  | <input checked="" type="checkbox"/> Employment generation (through SME financing and microfinance) / programs designed to prevent and/or alleviate unemployment stemming from socioeconomic crises |
| <input checked="" type="checkbox"/> Food security and sustainable food systems   | <input checked="" type="checkbox"/> Socioeconomic advancement and empowerment  |
| <input type="checkbox"/> Unknown at issuance but currently expected to conform with SBP categories, or other eligible areas not yet stated in SBPs | <input checked="" type="checkbox"/> Other ( <i>please specify</i> ): <i>Gender Equality</i>  |

If applicable please specify the social taxonomy, if other than SBPs: N/A

### Target populations:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Living below the poverty line | <input checked="" type="checkbox"/> Excluded and/or marginalised populations and /or communities                   |
| <input type="checkbox"/> People with disabilities                 | <input type="checkbox"/> Migrants and /or displaced persons  |
| <input type="checkbox"/> Undereducated                            | <input checked="" type="checkbox"/> Underserved, owing to a lack of quality access to essential goods and services |
| <input type="checkbox"/> Unemployed                               | <input checked="" type="checkbox"/> Women and/or sexual and gender minorities                                      |
| <input type="checkbox"/> Aging populations and vulnerable youth   | <input type="checkbox"/> Other vulnerable groups, including as a result of natural disasters                       |
| <input type="checkbox"/> Other ( <i>please specify</i> ):         |  |

## 2A.4 Process for Project Evaluation and Selection

**Overall comment on section:** IIX Global Charitable Limited has determined that the process for evaluation and selection of projects to be financed with proceeds of the WLB4Climate is consistent with the criteria under the SBP and GBP 'process for project evaluation and selection' tenet. IIX Global Charitable Limited sighted the following documents as a part of its analysis: (i) WLB4Climate Portfolio Construction Process document which details the social and environmental objectives and impact assessment process utilized by the Portfolio Manager; and (ii) United States International Development Finance Corporation (DFC) Guarantee agreement which includes eligibility and exclusionary criteria.

The WLB4Climate is in compliance with the key criteria under this tenet as briefly outlined below:

Social and environmental objectives: The WLB4Climate core objective is to unlock large-scale private capital to drive forward the UN's SDGs: SDG 5: Gender Equality by empowering socially and economically disadvantaged women through sustainable livelihoods. Six out of 10 underlying Borrowers also have climate action plans (aligned to UN SDG 13: Climate Action) which are designed women and girls mitigate climate change through transitioning to clean and affordable sources of energy or to provide financial support to female smallholder farmers in areas affected by climate change. These objectives are in line with the Portfolio Manager's mission to build a more inclusive world by changing financial systems and innovating solutions for women empowerment, climate action and community resilience. As required by the ICMA SBP and GBP, the Portfolio Manager clearly communicates the social and environmental objectives of the Bond, the screening criteria used and portfolio selection process to investors through the Bond's Information Memorandum and other supporting investor presentations.

Section 3 of this report provides a mapping of the WLB4Climate's expected impact to advance 14 of the 17 UN SDGs.

Process to determine projects aligned with categories defined under the 'use of proceeds' section: As part of the WLB4Climate portfolio construction process, the Portfolio Manager conducts a social and financial due diligence on potential underlying Borrowers. This is used to screen Borrowers based on their risk, return and impact profile with a strong focus on their ability to empower women through the WLB4Climate loan. Shortlisted Borrowers go through the Portfolio Manager's in-depth impact assessment which includes using a forward-looking approach that is linked with the capital mobilized from the WLB4Climate. All impact assessments include interviews with the end beneficiaries, thereby ensuring underserved women have a voice and are given adequate value during the portfolio construction and investment decision making process. The Portfolio Manager's impact assessment approach transcends the evaluation of outputs (number of women impacted) and focuses on the evaluation of outcomes (positive change to women's lives and climate action) using a forward-looking approach that is linked with the capital mobilized from the WLB4Climate. The criteria are both results-oriented (e.g. increase in income or savings) and process-based (ability and willingness of the borrower to achieve, maintain and track impact targets). The approach of measuring impact at the borrower level and the portfolio level allows for both relative and absolute assessment as well as tracking progress over time to facilitate reporting.

Eligibility criteria: The Portfolio Manager uses a set of social and financial screening criteria to select underlying Borrowers that are able to absorb, deploy and repay debt capital and use the loan proceeds to empower underserved women. Additionally, the Portfolio Manager contractually binds underlying Borrowers not to engage in certain activities that would violate its list of exclusionary criteria. These selection and exclusionary criteria are pre-determined and contractually agreed upon with the DFC, the guarantee partner. Key positive social criteria used to screen Borrowers are outlined below:

- Clear commitment to/mission of empowering women demonstrated by ensuring that (i) not less than seventy percent (70%) of the beneficiaries of the Borrower are underserved (low-income, rural) women or women-owned businesses; (ii) the Borrower ring-fences the loan to ensure proceeds impact majority women beneficiaries or women-owned businesses; (iii) the Borrower proactively targets women beneficiaries in an industry where women are underrepresented and thereby serves a total percentage of women beneficiaries that is higher than the industry standard; or (iv) part of the proceeds empower women and girls to improve climate resilience.
- Key business activities of the Borrower help achieve one or more of the following primary outcomes: (1) increased income generation ability or stability of income; (2) increased access to clean and/or stable energy sources; (3) reduced carbon emissions or greenhouse gases; (4) increased access to stable employment opportunities; (5) increased ownership of assets (house, land, vehicles, etc.); (6) increased productivity or time savings; (7) increase access to skills or market information; and/or (8) increased access to other essential products or services that improve financial resilience or quality of life for women beneficiaries or dependent family members (young children, elderly parents).

## Evaluation and selection

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Credentials on the issuer's social and green objectives                                 | <input checked="" type="checkbox"/> Documented process to determine that projects fit within defined categories    |
| <input checked="" type="checkbox"/> Defined and transparent criteria for projects eligible for Sustainability Bond proceeds | <input type="checkbox"/> Documented process to identify and manage potential ESG risks associated with the project |

- ☒ Summary criteria for project evaluation and selection publicly available ☐ Other (please specify):

## Information on Responsibilities and Accountability

- ☒ Evaluation / Selection criteria subject to external advice or verification –DFC provided the list of exclusionary criteria and approved the list of mandatory screening criteria.
- ☒ In-house assessment – IIX, the Portfolio Manager, was responsible for the upfront evaluation and screening of underlying Borrowers to construct the WLB<sub>4</sub>Climate portfolio
- ☐ Other (please specify):

## 2A.5 Management of Proceeds

**Overall comment on section:** IIX Global Charitable Limited has determined that the WLB<sub>4</sub>Climate is consistent with the criteria under the SBP and GBP 'management of proceeds' tenet. The proceeds of the WLB<sub>4</sub>Climate will be managed with a high degree of transparency. The use of proceeds will be governed by a Trust Deed (the WLB<sub>4</sub>Climate Trust Deed), which is legally binding on the Issuer. Compliance with the terms of the WLB<sub>4</sub>Climate Trust Deed will be ensured through the engagement by the Issuer of multiple third-party service providers including the Trustee (Bank of New York Mellon) and the Corporate Services Provider, CSC GFM Asia Services (Singapore) Pte Ltd ("CSC GFM"). IIX Global Charitable Limited sighted the following documents as a part of its analysis: (i) WLB<sub>4</sub>Climate Trust Deed; (ii) Portfolio Management Agreement; (iii) Loan Administration Services Agreement; (iv) Administrative Services Agreement.

The issuer (WLB Asset II C Pte. Ltd.) is a Special Purpose Vehicle (SPV) established specifically to issue the bonds and make the loans to the underlying Borrowers. As such, all of the proceeds will be used for the purpose of lending to the ten underlying Borrowers to expand their work to empower underserved women and thereby advance SDG 5: Gender Equality and SDG 13: Climate Action.

The proceeds of the issuance of the Bonds will be used to extend loans to the ten underlying Borrowers. It is expected that these loans will be extended immediately after the closing of the issuance of the Bonds. In the event that any of the bond proceeds are not disbursed within 90 days of the closing of the issue of the Bonds, any undisbursed proceeds held by the Issuer will be distributed as a prepayment of principal to the Bondholders. CSC GFM will report to the bond trustee, BNY Mellon, on the use of proceeds and specifically on the disbursement of the Loans.

### Tracking of proceeds:

- ☒ Sustainability Bond proceeds segregated or tracked by the issuer in an appropriate manner
- ☐ Disclosure of intended types of temporary investment instruments for unallocated proceeds
- ☒ Other (please specify): The issuer is an SPV. All of its funds will be used to achieve its social mission.

### Additional disclosure:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Allocations to future investments only       | <input type="checkbox"/> Allocations to both existing and future investments  |
| <input type="checkbox"/> Allocation to individual disbursements                  | <input checked="" type="checkbox"/> Allocation to a portfolio of disbursements  |
| <input type="checkbox"/> Disclosure of portfolio balance of unallocated proceeds | <input checked="" type="checkbox"/> Other (please specify): <i>Unallocated proceeds to be returned to Bondholders</i> |

## 2A.6 Reporting

**Overall comment on section:** IIX Global Charitable Limited has determined that the WLB<sub>4</sub>Climate is consistent with the criteria under the SBP and GBP 'reporting' tenet. IIX Global Charitable Limited sighted the following documents as a part of its analysis: (i) WLB<sub>4</sub>Climate Portfolio Management Agreement; and (ii) the Promissory Notes with each underlying borrower which mandate semi-annual impact assessment reporting.

After the WLB<sub>4</sub>Climate is placed with investors and the loans have been disbursed to the Borrowers, the Portfolio Manager will monitor the impact performance of the Borrowers on a semi-annual basis and provide semi-annual impact reports over the life of the bond. These semi-annual impact reports will consist of a combination of qualitative (stories, SDG analysis) and quantitative information (Social Return on Investment analysis, no. of women impacted) to provide investors with a holistic understanding of the impact achieved. Key activities for the monitoring, evaluation and reporting of the WLB<sub>4</sub>Climate impact performance over the bond's 4-year lifetime include:

1. On a semi-annual basis, the issuer will collect self-reported impact data from the Borrowers. The Portfolio Manager will use this information to provide investors and other partners with semi-annual impact reports to ensure transparency of information on how the bond proceeds were used to meet the social and environmental objectives of the Bond. The Borrowers' actual impact performance will be compared to the original impact targets from the upfront impact assessments. This process will enable IIX to check actual impact against projected impact.
2. On an annual basis, the Portfolio Manager will verify the Borrowers' self-reported impact data via in-person, virtual and mobile enabled stakeholder surveys. The Portfolio Manager will use this data to prepare annual impact reports for investors and other key partners. Collecting primary data from a sample of the women impacted by each of the underlying Borrowers aims to ensure authenticity of the impact and to give end beneficiaries (underserved women) a voice in the process, in line with the Portfolio Manager's commitment to advancing SDG 5: Gender Equality and SDG 13: Climate Action.
3. The Portfolio Manager will make announcements on the Singapore Exchange Securities Trading Limited (the "SGX-ST") in the case of any material changes to the underlying Borrowers that may alter the expected social or financial performance of the Bond. This ensures a high degree of transparency on the underlying portfolio.

### **Note on Impact Assessment Approach:**

The Portfolio Manager takes a two-pronged approach to ongoing impact management:

**Results-orientated approach:** The Portfolio Manager takes a results-oriented approach by assessing a combination of quantitative and qualitative factors. Quantitative information will focus on estimating number of women impacted, assessing key financial performance factors that are linked to understanding the impact efficiency and effectiveness, comparing actual social value generated with projections and breaking down the SROI calculation across different outcome areas. Qualitative information will focus on gathering anecdotal references from interviews with the women, capturing stories of change and deepening the understanding of linkages between estimated primary, secondary and tertiary outcomes.

**Process-oriented approach:** The Portfolio Manager takes a process-oriented approach that seeks to supervise the borrower's own impact performance management systems, particularly focused on ensuring women are treated with dignity, offered fair prices (or interest rates in the case of MFIs) and are protected from risks (such as over-indebtedness, inadequate redressal systems) that may cause mission drift. In certain cases, compliance with recognized standards is periodically assessed, such as client protection principles alliance for MFIs and ISO-standards for energy companies.

### Use of proceeds reporting:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Project-by-project – <i>Reports will outline impact created by each of the underlying Borrowers (i.e. 'projects')</i> | <input checked="" type="checkbox"/> On a project portfolio basis – <i>Reports will provide portfolio level information such as the net Social Return on Investment achieved by the WLB4Climate</i> |
| <input checked="" type="checkbox"/> Linkage to individual bond(s) – <i>Reports will contain impact results related to WLB4Climate</i>                     | <input type="checkbox"/> Other (please specify):   |

### Information reported:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Allocated amounts | <input type="checkbox"/> Sustainability Bond financed share of total investment |
| <input type="checkbox"/> Other (please specify):      |   |

### Frequency:

- |  |   |
|--|---|
| <input type="checkbox"/> Annual  | <input checked="" type="checkbox"/> Semi-annual – <i>Semi Annual Impact Reports will be published and be made available to investors and other key stakeholders</i> |
| <input checked="" type="checkbox"/> Other (please specify): <i>Announcement made on Singapore Exchange each time allocated bond proceeds are distributed</i> |   |

*to an underlying borrower of the portfolio (net proceeds are expected to be distributed within 90 days of bond issuance)*

### Impact reporting:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Project-by-project            | <input checked="" type="checkbox"/> On a project portfolio basis |
| <input checked="" type="checkbox"/> Linkage to individual bond(s) | <input type="checkbox"/> Other <i>(please specify)</i> :         |

### Frequency:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Annual – <i>Full impact assessment and report incorporating verified data</i> | <input checked="" type="checkbox"/> Semi-annual – <i>Report based on data self-reported by the Borrowers</i> |
| <input type="checkbox"/> Other <i>(please specify)</i> :  |  |

### Information reported (expected or ex-post):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> GHG Emissions / Savings | <input type="checkbox"/> Energy Savings   |
| <input type="checkbox"/> Decrease in water use              | <input checked="" type="checkbox"/> Number of beneficiaries   |
| <input checked="" type="checkbox"/> Target populations      | <input checked="" type="checkbox"/> Other ESG indicators <i>(please specify)</i> : <i>The Portfolio Manager will report gender-lens outcomes achieved related to increased income, increased financial resilience, increased ownership of assets, increased access to skills, increased productivity, increased access to market, improved multi-generational impact, improved community resilience, improved climate action.</i> |

### Means of Disclosure

- |  |  |
|--|--|
| <input type="checkbox"/> Information published in financial report | <input checked="" type="checkbox"/> Information published in sustainability report |
|--|--|





## 2B ASEAN Social Bond Standards – Brief Overview of WLB<sub>4</sub>Climate Compliance

IIX Global Charitable Limited confirms that the WLB<sub>4</sub>Climate is in compliance with the ASEAN Social Bond Standards developed by the ASEAN Capital Markets Forum (ACMF). The ASEAN Social Bond Standards are broadly guided by the four core tenets of the ICMA's Social Bond Principles (i.e. (i) use of proceeds, (ii) process for project evaluation and selection, (iii) management of proceeds, and (iv) reporting), discussed in Section 2A above, along with the following additional requirements:

1. **Geographic or Economic Connection to ASEAN:** The Issuer of the WLB<sub>4</sub>Climate is a Singapore-incorporated Special Purpose Vehicle (SPV), WLB Asset II C Pte Ltd, established as a wholly owned subsidiary of the Portfolio Manager, IIX. Additionally, the WLB<sub>4</sub>Climate will be listed on the SGX, and majority of the underlying Borrowers are based in ASEAN nations including Indonesia, Cambodia and the Philippines.
2. **Ineligible Projects:** The WLB<sub>4</sub>Climate does not support projects with a negative social impact related to alcohol, gambling, tobacco and weaponry. Moreover, potential Borrowers are screened based on a set of exclusionary criteria, outlined in Annex A of this document.
3. **Continuous Accessibility to Information:** The WLB<sub>4</sub>Climate provides investors with information relating to the use of proceeds, process for project evaluation and selection, and management of proceeds via (i) information included in the Information Memorandum for the WLB<sub>4</sub>Climate and this Second Party Opinion document (which will be available on the Portfolio Manager's website); (ii) ad-hoc announcements made on the Singapore Exchange related to any material changes to the underlying Borrowers; and (iii) ongoing reporting: semi-annual social and financial reporting.
4. **Encourage More Frequent Reporting:** As described above, the WLB<sub>4</sub>Climate will provide investors and other key stakeholders with semi-annual impact and financial reporting to increase transparency on the allocation of proceeds. Annual impact assessments will benefit from impact verification visits conducted by the Portfolio Manager to speak directly with the women beneficiaries and ensure the WLB<sub>4</sub>Climate continues to meet its social mission.
5. **External Review:** As described above, IIX Global Charitable Limited serves as the external reviewer for the WLB<sub>4</sub>Climate and has provided this Second Party Opinion on the WLB<sub>4</sub>Climate's compliance with the ICMA's Sustainability Bond Guidelines and the ASEAN Social Bond Standards. The Foundation is a Singapore registered charity (No. 201006538Z) with a decade of experience in impact measurement, gender-lens analysis and sustainable development. IIX Global Charitable Limited is registered under the Singapore Commissioner of Charities (COC), under the purview of the Ministry of Culture, Community and Youth (MCCY) and the Ministry of Community Development, Youth and Sports (MCDY). The Singapore COC ensures public trust and confidence in registered charities by enhancing the accountability and transparency of charities to donors, beneficiaries and the general public.

In summary, the WLB<sub>4</sub>Climate is in compliance with the ASEAN Sustainability Bond Guidelines and aims to contribute to sustainable development in the ASEAN region, particularly through the empowerment of underserved women in the region through sustainable livelihoods.







## 3 Additional Information

The purpose of this section is to outline key information provided by the Portfolio Manager to support IIX Global Charitable Limited's analysis of the WLB4Climate's compliance with the ICMA SBPs and GBPs, particularly the use of proceeds tenet. The section includes (i) the impact assessment framework used to assess how the Portfolio Manager evaluates gender-lens outcomes on end beneficiaries (underserved women); and (ii) a summary of the expected impact of the WLB4Climate at the portfolio level to assess how the Portfolio Manager creates impact through a multi-country, multi-sector portfolio while advancing the United Nation's Sustainable Development Goals.

### 3.1 Impact Assessment Framework

This sub-section provides an overview of the Impact Assessment Framework that was used to evaluate the underlying Borrowers in the WLB4Climate portfolio using a gender-lens and climate-lens. This framework is used both during the upfront social and climate due diligence done when constructing the portfolio and to facilitate ongoing reporting across the four years of the Bond.

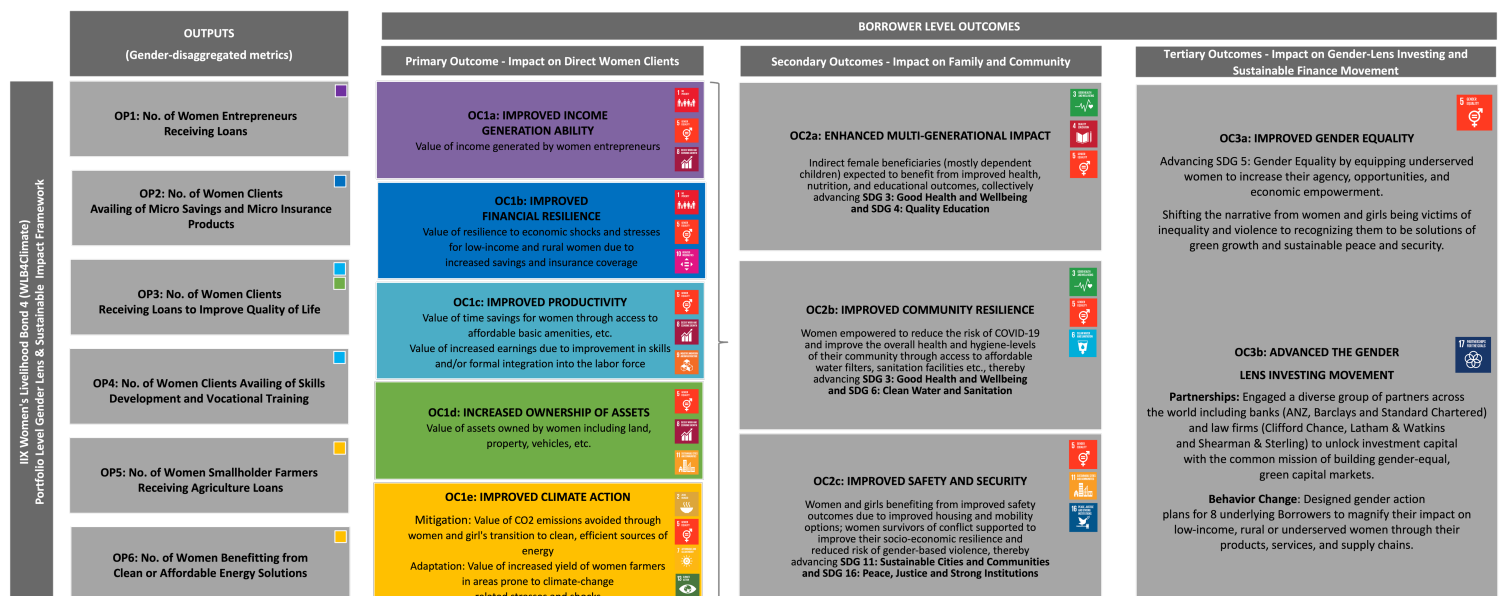
To evaluate the social performance of the Borrowers, the Portfolio Manager utilizes a social impact assessment framework to: (a) map out how each Borrower can achieve the expected primary, secondary and tertiary outcomes, (b) track the actual performance of the Borrower in empowering women and (c) identify any deviations against targeted performance. Additionally, during the upfront social due diligence the Portfolio Manager has conducted field visits to meet a sample size of the end beneficiaries served by each of the Borrowers; this is to help verify the impact assumptions with data collected directly from the women that will be impacted.

#### Master Framework

The Portfolio Manager embarks on the impact measurement process via 3 distinct steps: (i) establishing an impact assessment framework focused on gender lens outcomes; (ii) attaching gender-specific metrics to ensure women have a voice and a value; and (iii) identifying financial proxies to project impact and link it with capital mobilized. These steps are further elucidated below:

**#1: Establishing an impact assessment framework focused on gender lens outcomes:** Figure 5 outlines the Portfolio Manager's impact assessment framework used to establish the linkages between the activities undertaken by the Borrowers and their expected social outcomes on underserved women along the sustainable livelihoods value chain. The following section describes and quantifies the key outputs and outcomes expected to be achieved in aggregate, by the Borrowers utilizing the proceeds of the WLB4Climate Loans.

Figure 5: Portfolio Level Impact Assessment Framework



## OUTPUTS (“OP”)

The 6 key outputs are listed and explained below:

**OP 1: Number of Women Entrepreneurs Receiving Loans:** Each of our SME-Lenders provides affordable credit to women entrepreneurs and each of our MFIs primarily lends to women clients for “productive purposes”. “Productive purposes” refers to assets that either directly generate income or facilitate the generation of income, thereby improving livelihoods. Examples of such assets include a sewing machine that expands revenue streams of a seamstress or working capital for a woman to run her dairy farm.

**OP 2: Number of Women Clients Availing of Micro Savings and Micro Insurance Products:** The percentage of adult females saving at a formal financial institution is low, ranging from 5.3% in Cambodia to 19.6% in India (as of 2017).<sup>1</sup> This is due to both supply-side barriers, such as inadequate access and a lack of savings products appropriate for rural households, and demand-side barriers, such as lack of information among potential clients and lack of trust of formal financial institutions.<sup>2</sup> Some of our MFI Borrowers address these barriers by designing savings products that suit the needs of low-income women. Examples of micro savings products offered include mandatory savings, voluntary savings, pension savings, and fixed deposit products. Low-income households also stand to benefit significantly from micro insurance products to help them better absorb, respond to and bounce back from adverse events that negatively impact their livelihoods. For example, among rural households, illness and death of a family member are 2 of the top 3 reasons most likely to result in impoverishment.<sup>3</sup> Yet, in developing countries, insurance coverage remains as low as below 5% of the population, and insurance products available are often too expensive<sup>4</sup> or inappropriate for low-income clients.<sup>5</sup> Some of our MFI Borrowers address this unmet demand by offering affordable micro insurance products such as life insurance, health insurance and accident insurance.

**OP 3: Number of Women Clients Receiving Loans to Improve Quality of Life:** In emerging markets, credit offerings for non-business purposes remains limited<sup>6</sup> and subject to high interest rates.<sup>7</sup> Some of our MFI Borrowers fill this gap by offering affordable loans designed to finance the purchase of items in high demand among their clients that go beyond productive assets. Examples of these other microcredit products offered by our MFI Borrowers include personal mobility loans (such as for purchasing a motorcycle or an electric vehicle) and WASH (water, sanitation, and hygiene) loans.

**OP 4: Number of Women Clients Availing of Skills Development and Vocational Training:** In emerging markets, women often have limited access to formal education, or skills training. This issue is particularly crucial in India where the female labor force participation rate has been negatively impacted by the COVID-19 pandemic, dropping to ~16% as of Q3 2021<sup>8</sup>. One of the India-based Borrowers will use the WLB4Climate proceeds to equip women in India to enter or remain employed in the formal workforce and, in certain cases, to start their own micro-enterprises.

**OP 5: Number of Women Smallholder Farmers Receiving Agriculture Loans:** One of the Cambodian Borrowers and two of the Indonesian Borrowers will use the WLB4Climate proceeds to offer agriculture-related loans to women smallholder farmers to build their financial resilience and improve their ability to respond to the environmental shocks and stresses that have been accentuated by climate change in the country. Cambodia has been identified as one of the most vulnerable countries to climate change, given the predicted changes in temperature and precipitation, the share of labor in agriculture, and the country’s low adaptive capacity due to widespread poverty<sup>9</sup> which threatens farmer livelihoods.<sup>10</sup> Similarly, Indonesia is ranked in the top two-thirds of countries vulnerable to climate change where agricultural supply chains actors need financial support to support

<sup>1</sup> World Bank Global Findex (2017). <https://databank.worldbank.org/source/g20-financial-inclusion-indicators>

<sup>2</sup> Roa, M.J. and Di Giannatale, S. (2016). *Formal Saving in Developing Economies: Barriers, Interventions, and Effects* (working paper). IDB.

<sup>3</sup> [https://www.researchgate.net/publication/312577448\\_Formal\\_Saving\\_in\\_Developing\\_Economies\\_Barriers\\_Interventions\\_and\\_Effects](https://www.researchgate.net/publication/312577448_Formal_Saving_in_Developing_Economies_Barriers_Interventions_and_Effects)

<sup>4</sup> Wagstaff, A. (2008). *Cushioning the Effects of Health Shocks on Households*. World Bank. <http://documents.worldbank.org/curated/en/929951468152384480/pdf/539130BRIOWags10Box345633B01PUBLIC1.pdf>

<sup>5</sup> Bauchet, J. et al. (2011). *Latest Findings from Randomized Evaluations of Microfinance*, p.18. CGAP. <https://www.povertyactionlab.org/sites/default/files/publications/FORUM2.pdf>

<sup>6</sup> Lloyd’s (2009). *Insurance in Developing Countries: Exploring Opportunities in Microinsurance*. <https://www.lloyds.com/approximately/media/lloyds/reports/360/360-other/insuranceindevelopingcountries.pdf>

<sup>7</sup> Ogden, T. (2016). *The Case for Social Investment in Microcredit*. Financial Access Initiative. <https://www.financialaccess.org/publications-index/2016/ogdenmicrocredit>

<sup>8</sup> Diaz-Martin, L. (2018). *Microcredit: Impacts and Limitations*. Jameel Poverty Action Lab. <https://www.povertyactionlab.org/policy-insight/microcredit-impacts-and-limitations>

<sup>9</sup> Kumar, Manoj (2021). *India’s Female Labour Participation Rate falls below 16.1% as pandemic hits jobs*. Reuters. <https://www.reuters.com/world/india/indias-female-labour-participation-rate-falls-161-pandemic-hits-jobs-2021-08-03/>

<sup>10</sup> IFPRI (2021) ‘Cambodian agriculture – adaptation to climate change impact’ <https://reliefweb.int/report/cambodia/cambodian-agriculture-adaptation-climate-change-impact>

<sup>11</sup> Asian Development Bank (2021) Rural Cambodians benefit from investments to combat climate change. <https://www.adb.org/results/rural-cambodians-benefit-investments-combat-climate-change>

adaptation efforts<sup>11</sup>. It is critical to ensure women smallholder farmers (who typically have lower access to capital and assets compared to their male counterparts based on IIX's field surveys) are equipped to adapt and respond to climate change.

**OP 6: Number of Women Benefiting from Clean or Affordable Energy Solutions:** In emerging markets, women are disproportionately affected by climate change and often more exposed to harmful pollutants as a result of a lack of access to cleaner energy sources. The WLB4Climate will provide loans to two clean and affordable energy Borrowers – one in the Philippines that provides women with access to clean cookstoves to reduce their carbon footprint while improving their respiratory health, and one from India which will use the WLB4Climate proceeds to install solar panels on higher education institutions where a majority of the students are young women and girls.

## PRIMARY OUTCOMES ("OC1")

Based on data collected during interviews with women beneficiaries during the social due diligence field visits, these 6 outputs collectively generate 5 primary outcomes: (1) improved income generation ability; (2) improved financial resilience; (3) improved productivity; (4) increased ownership of assets; and (5) improved climate action; as explained below.

**OC 1a: Improved Income Generation Ability:** Improved Income Generation Ability is a result of OP1 (number of women entrepreneurs receiving loans). Women clients of MFIs and SME-lenders are able to use their loans to cover working capital costs and to purchase income-generating assets to sustain and expand their microbusinesses.<sup>12</sup> Aside from this, access to microcredit has also been found to decrease casual wage labor and promote self-employment.<sup>13</sup> These loans typically enable women to increase their income generation ability in the range of 10% to 30% per annum (per interview data collected during the impact due diligence) and to stabilize their ability to generate income. These sub-outcomes align to sub targets under SDG 1: No Poverty and SDG 8: Decent Work and Economic Growth of the United Nations Sustainable Development Goals ("SDGs").

**OC 1b: Improved Financial Resilience:** Improved Financial Resilience is a result of OP2 (number of women clients availing of micro savings and micro insurance products) and aligns to sub targets under SDG 1: No Poverty and SDG 10: Reduced Inequality. Savings improve the ability of women to maintain stable livelihoods following unexpected events, such as illness and natural disasters.<sup>14</sup> Formal savings products as offered by MFIs are less risky than informal savings;<sup>15</sup> for instance, many rural women still save money in their homes which is not as secure and also tends to be used up for petty expenses as opposed to being systematically built up over time to improve financial security. Providing micro-insurance to rural households can insulate against unexpected events by ensuring women have access to a financial safety net in case of adverse events that negatively impact their health, productivity or livelihood.

**OC 1c: Improved Productivity:** Improved productivity is a result of OP3 (number of women clients receiving loans to improve quality of life) and OP4 (number of women availing of skills development and vocational training) as detailed below:

- While loans for non-business purposes do not directly generate income, they reduce the amount of time required for certain activities and increase the number of productive hours available. For example, a tube well built using a WASH loan may reduce the amount of time spent on fetching water, a latrine built using a WASH loan may improve sanitation and reduce days lost due to illness, and a motorcycle bought using a personal mobility loan may reduce the amount of time spent on traveling to work, and provides an alternative and safer mode of transport for women and girls. Ownership of a motorcycle may also allow women to independently run their micro-businesses. The mobility-lending Borrower will also be using a portion of the WLB4Climate proceeds to explore the ability to shift women to sustainable transportation options such as electric vehicles. These outcomes advance sub targets under SDG 9: Industry, Innovation and Infrastructure with a focus on shifting women to more resource efficient and clean technologies.
- Skills development and training programs improve women's employment opportunities, enabling them to be integrated into the formal economy. Equipping women with increased skills promotes job security and enables women to remain a productive part of the labor force thereby adding to a country's demographic dividend. These outcomes advances sub-

<sup>11</sup> World Bank and Asian Development Bank (2021). "Climate Risk Country Profile Indonesia" <https://reliefweb.int/sites/reliefweb.int/files/resources/climate-risk-country-profile-indonesia.pdf>

<sup>12</sup> Bhattacharyya, R. (2019). "Gender pay gap high in India: Men get paid Rs 242 every hour, women earn Rs less", 7 March 2019, <https://economictimes.indiatimes.com/magazines/panache/gender-pay-gap-still-high-women-in-india-earn-19-pc-less-than-men-report/articleshow/68302223.cms>

<sup>13</sup> Cull, R. and Morduch, J. (2017). *Microfinance and Economic Development*. <https://wagner.nyu.edu/files/faculty/publications/Cull%20and%20Morduch%20-%20Microfinance%20and%20Economic%20Development.pdf>

<sup>14</sup> DeLoach, S.B. and Smith-Lin, M. (2017). *The Role of Savings and Credit in Coping with Idiosyncratic Household Shocks*. [https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=3036606](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3036606)

<sup>15</sup> Wright, G. and Mutesasira, L. (2001). *The Relative Risks to the Savings of Poor People*. MicroSave. [http://www.microsave.net/files/pdf/The\\_Relative\\_Risks\\_to\\_the\\_Savings\\_of\\_Poor\\_People\\_Wright\\_et\\_al.pdf](http://www.microsave.net/files/pdf/The_Relative_Risks_to_the_Savings_of_Poor_People_Wright_et_al.pdf)

targets under SDG 8: Decent Work and Economic Growth.

**OC 1d: Increased Ownership of Assets:** Increased ownership of assets is a result of OP3 (number of women clients receiving loans to improve quality of life). In certain cases, products offered by certain Borrowers are used to lease transport as a safer alternative to public transport or to buy land for housing or agriculture. Ownership of assets provides women with loan collateral and insulates them against shocks, allowing them to access more formal financial services, take more economic risks, and increase their earning potential. Owning property also increases the bargaining power of women in the household, giving them more control over economic decision-making and their own livelihoods.<sup>16</sup> This in turn reduces their dependency on men, improves women's social status, and reduces the risk of poverty and migration.<sup>17</sup> In the long term, stable property ownership, safer modes of transport and better living conditions create a sense of security among women and helps shift household and community power structures in their favor.<sup>18</sup>

**OC 1e: Improved Climate Action:** Improved climate action is a result of OP5 (number of women smallholder farmers receiving agriculture loans) which support climate adaption for farmers in climate risk prone areas and OP6: (number of women benefitting from clean or affordable energy solutions) which supports climate mitigation by reducing carbon emissions when women transition to clean or efficient sources of energy. IIX will track the ability of the women empowered by the WLB4Climate to advance sub-targets linked to SDG 2: Zero Hunger, SDG 7: Affordable and Clean Energy, and SDG 13: Climate Action.

## SECONDARY OUTCOMES ("OC2")

These 5 primary outcomes collectively result in 3 secondary outcomes: (1) enhanced multi-generational impact; (2) improved community resilience; and (3) improved safety and security.

**OC 2a: Enhanced Multi-Generational Impact:** When women have control over the family's income, a large portion is spent on their families, particularly on dependent children.<sup>19</sup> Improved status of women in the household and female control over family finances correlates with improved health and nutrition for their children, through pathways such as better nutrition for pregnant and nursing mothers, access to prenatal and birthing care, improved children feeding practices, and better medical treatment and immunization for children.<sup>20</sup> Women with more disposable income report an increased likelihood of ensuring their daughters attend and complete primary and secondary education; in selected cases, women beneficiaries also report using their savings to send their daughters for higher studies, thereby laying the ground to break the cycle of poverty. These expected outcomes will allow IIX to track the ability of the WLB4Climate to advance sub-targets linked to SDG 3: Good Health and Well-being and SDG 4: Quality Education.

**OC 2b: Improved Community Resilience:** Women availing themselves of water, sanitation and hygiene (WASH) loans are expected to experience secondary outcomes related to improved health and hygiene outcomes including the prevention of disease which affect the broader community. Women are empowered to reduce the risk of exposure to COVID-19 by availing of water and sanitation facilities in their own homes instead of using public facilities. In addition, improved health and sanitation have positive spillover effects on social and economic development, through pathways such as time savings, lower healthcare costs, fewer productive days lost to illness, improved neonatal development, and improved ability of children to remain in school.<sup>21</sup> These expected outcomes will allow IIX to track the ability of the WLB4Climate to advance sub-targets linked to SDG 3: Good Health and Well-being and SDG 6: Clean Water and Sanitation.

**OC 2c: Improved Safety and Security:** Women and girls from low income and rural communities are at high risk of facing incidents of gender-based violence (GBV). Increased safety is an expected secondary outcome for women benefiting from mobility loans (switching from public transportation to personal transportation) and women benefiting from water and sanitation loans (reducing their need to travel to collect water or use public sanitation facilities). This will allow IIX to measure the Bonds' alignment with SDG 11: Sustainable Cities and Communities, particularly sub target 11.2 which focuses on the provision of safe and affordable transportation and SDG 16: Peace, Justice and Strong Institutions.

<sup>16</sup> ICRW (2005). *Property Ownership for Women Enriches, Empowers and Protects*. <https://www.icrw.org/wp-content/uploads/2016/10/Property-Ownership-for-Women-Enriches-Empowers-and-Protects-Toward-Achieving-the-Third-Millennium-Development-Goal-to-Promote-Gender-Equality-and-Empower-Women.pdf>

<sup>17</sup> ICRW (2005). *Property Ownership for Women Enriches, Empowers and Protects*. <https://www.icrw.org/wp-content/uploads/2016/10/Property-Ownership-for-Women-Enriches-Empowers-and-Protects-Toward-Achieving-the-Third-Millennium-Development-Goal-to-Promote-Gender-Equality-and-Empower-Women.pdf>

<sup>18</sup> FAO (2002). *Land Tenure and Rural Development*. <http://www.fao.org/3/a-y4307e.pdf>

<sup>19</sup> Clinton Global Initiative (2009). *Empowering Girls & Women*. <https://www.un.org/en/ecosoc/phlntrpy/notes/clinton.pdf>

<sup>20</sup> Smith, L. et al. (2002). *The Importance of Women's Status for Child Nutrition in Developing Countries*. IFPRI. <https://tind-customer-agecon.s3.amazonaws.com/e9fa4f26-1278-4fe8-b7a7-0bbd87dcb8b2?response-content-disposition=inline%3B%20filename%3DUTF-8%27%27r030131.pdf&response-content-type=application%2Fpdf&AWSAccessKeyId=AKIAXL7W7Q3XHXDVDDQYS&Expires=1561498333&Signature=0QklKoV8PNjZg%2Bxm7F0R8swCVI%3D>

<sup>21</sup> Mara, D., Lane, J., Scott, B., and Trouba, D. (2010). "Sanitation and health." *PLoS Med*, 7(11). <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2981586/>

## TERTIARY OUTCOMES (“OC<sub>3</sub>”)

The primary and secondary outcomes collectively contribute to two tertiary outcomes, namely (1) building gender equality in line with SDG 5: Gender Equality; and (2) advancing the global gender lens investing movement, as explained below:

**OC 3a. Improved Gender Equality:** The Loans empower women by creating sustainable livelihoods that improve their power and agency over resources. The Loans are expected to help lay the ground for these women to be treated with greater dignity, reduce discrimination against financially excluded women and help to put women front and center of capital markets through a listed product. Furthermore, the Loans will empower women to build back better by empowering them to advance social-economic growth, combating climate change and building COVID-19 resilience in the post-pandemic era. The issue of the Bonds is thus aligned with SDG 5 on gender equality, specifically with sub-target SDG 5.1: ‘ending discrimination against women’ and SDG 5.A: ‘giving women the right to economic resources’. The Portfolio Manager estimates that the issuance of the Bonds will empower between 400,000 - 500,000 women and girls, recognizing the critical role of gender equality in building back better and greener.

**OC 3b. Advancing the Gender Lens Investing Movement:** The issue of the Bonds is expected to advance the global gender lens investing movement in two ways:

- **Partnerships:** The WLB Series engages a diverse group of partners across the world including banks (ANZ, Barclays and Standard Chartered) and law firms (Clifford Chance, Latham & Watkins and Shearman & Sterling) to unlock investment capital with the common mission of building gender-equal, green capital markets. The Loans are expected to help demonstrate the viability of gender-lens investing products to private sector investors and mobilize new sources of private-sector capital to accelerate the gender-lens investment movement.
- **Behavior Change:** Over the course of 4 years, the issue of the Bonds will also create behavior change in Borrowers by designing gender and climate action plans for 8 underlying Borrowers to magnify their impact on low-income, rural or underserved women through their products, services and supply chains, as detailed below:
  - by ring-fencing funding for women-specific projects in the case of Borrowers that were not already actively impacting underserved women;
  - by implementing step-up plans to increase the percentage of women positively impacted by Borrowers that do not intentionally benefit or serve women clients, suppliers, employees. In certain cases, IIX will implement a 50 basis points step up coupon for Borrower who fail to comply with these measures. The additional interest income received will be given as a grant to IIX Global Charitable Limited as part of their unrestricted grant pool to donate to registered charities in Asia that work on women empowerment issues; and
  - by including mandatory measurement and reporting of gender-lens outcomes. This will increase the availability of gender-lens data at the outcome level that can be used by the Borrowers to deepen their impact, by the Portfolio Manager to make better portfolio allocation decisions in the future and to provide greater transparency of impact performance to investors.

## #2: Attaching Gender-Specific Metrics to Ensure Women have a Voice and a Value

To aid the process of quantifying the impact and facilitating measurement, the Framework attaches gender-specific metrics for each output and outcome. All indicators will be gender-disaggregated to ensure the impact on women is isolated and identified across the impact measurement process. Additionally, indicators are determined using a participatory approach by asking the women what factors are most important to them during the upfront social due diligence; this ensures women are given a voice across the bond development process so that the ongoing reporting focuses on empowerment factors that the women themselves consider to be valuable.

## #3. Identifying Financial Proxies to Project Impact and Link it with Capital Mobilized

As a final step, each outcome is given a monetary proxy value to calculate the social value generated by the Borrower. Monetizing social value creation can be done in two main ways:

- **Proxies based on cost:** For instance, outcomes such as productivity are measured based on future cost avoidance or potential earning/income increase due to time saved.



- **Proxies based on value:** For instance, outcomes such as increased financial resilience are measured based on the value of savings or insurance coverage women have access to.

Monetizing the social value allows IIX to calculate the Social Return on Investment, or SROI. SROI is a measure of how much social and environmental impact, in dollar figures, is created for every dollar invested into the organization and/or program. The SROI of each Borrower is calculated by dividing the social value of impact created through primary outcomes by the total amount of investment capital being lent to that Borrower.

In calculating the PV, the WLB considers the impact of enterprises across a four-year time horizon since the WLB investments expect to support enterprises across the same time horizon. To account for the time value of money across the next four years and accordingly represent future net impact in today's terms, IIX discounts impact by the respective lending rates for each enterprise. The following formula showcases the breakdown, with 'r' equating to the lending rates, and 'n' equating to 4:

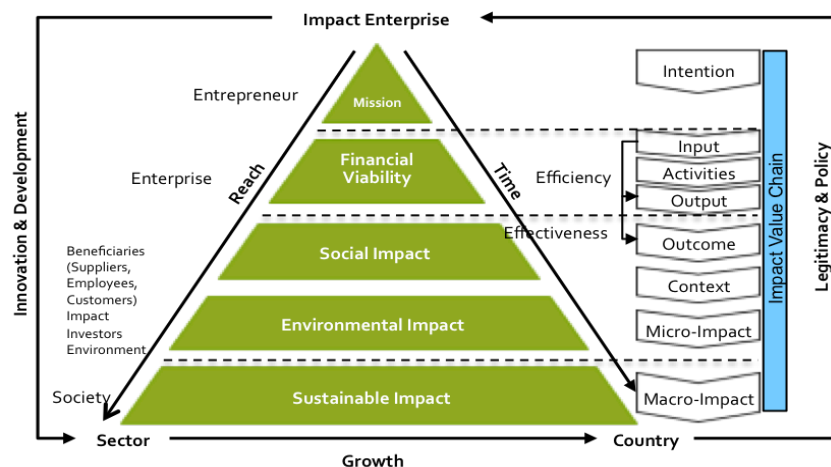
$$PV = \frac{Valueofimpact(Year1)}{(1+r)} + \frac{Valueofimpact(Year2)}{(1+r)^2} + \dots + \frac{Valueofimpact(Year'n')}{(1+r)^n}$$

At the portfolio level, the Portfolio Manager calculates a weighted SROI by considering the percentage allocation of the bond investment sum across the eight underlying Borrowers. The Portfolio Manager expects to achieve an SROI of approximately US\$4 for every US\$1 invested through the Loans and will impact an estimated 400,000 - 500,000 women and girls over the Bond's four-year tenor.

**Subsequent Social Impact Monitoring and Reporting – IIX Values™ and the IIX Sustainability Pyramid™:** IIX will report on the social performance of the Borrowers twice a year. At the mid-point of each reporting year, IIX will monitor and provide a progress report, charting out the social performance of the Borrowers, both as individual entities and in aggregate. At the end of the reporting year, IIX will produce a comprehensive evaluation of the social performance of the bond and the Borrowers which will be supported by impact verification that involve interviewing a sample size of women beneficiaries supported by each of the Borrowers using IIX Values™, a digital impact assessment tool that uses mobile technology to collect and analyze impact data direct from women impacted by the WLB4Climate. During the COVID-19 pandemic, IIX Values will ensure women continue to have a voice in the reporting process and that the risk of impact-washing is actively mitigated by providing investors with verified impact reports based actual results experienced by end beneficiaries.

IIX Values™ assesses various dimensions of the Borrower's impact by utilizes IIX's proprietary impact assessment framework, the IIX Sustainability Pyramid™ (Figure 6) which takes into consideration the organization's mission, financial viability, and positive social and environmental impact to assess its contribution toward the United Nation's SDGs. The objective of the framework is to help enterprises understand their impact value chain and identify ways to deepen their impact by analyzing its relevance to the impact on beneficiaries over time. Additionally, the framework is designed to equip investors with a tool for making educated investment decisions that can lead to optimized impact generation.

Figure 6: IIX Sustainability Pyramid™





The bottom-up approach of the IIX Sustainability Pyramid™ begins by considering the goal and objectives of the organizations. The mission statement offers a point of reference to examine the strategy that the organization uses to accomplish its goal and objectives. Next, the framework investigates the intricacies of the organization's business model and how its activities align with the mission of creating social and environmental outcomes. This review involves understanding the products and services provided by the organization as well as an overview of the type of target beneficiaries it serves (e.g. women). The next step involves linking outputs (e.g. number of women served) to outcomes (e.g. value of increased income achieved over the life of the investment). All these outcomes are considered in the broader context of the enterprise's country and sector to assess key factors such as national or industry growth rate, policy, innovation or technological developments to give a holistic understanding of the ability to create sustainable impact.

### 3.2 Building COVID-resilience and Mapping to the United Nation's Sustainable Development Goals

The COVID-19 pandemic is the defining global health crisis of our time and is expected to have far reaching social and economic consequences, especially for emerging countries with frail safety nets and inadequate resources to fight the crisis. The pandemic has brought fundamental **gender inequalities** prevalent in emerging economies to the forefront, which adversely impact patients, frontline health workers and vulnerable communities on the ground. While the virus itself does not discriminate, disease outbreaks and pandemics have made existing **inequalities for women and girls disproportionately worse** in the past.

However, it is equally important to recognize the **role of women from underserved communities to act as solutions to the pandemic** by empowering them to build-back better through sustainable livelihoods. With evidence showcasing that all stakeholders benefit when women are given equal participation in all spheres of life, **women are well positioned to act as solutions to achieving resilient sustainable development in a post-coronavirus economy**. Apart from the role of women in healthcare, the COVID-19 pandemic has also brought the role of women in climate action, sustainable agriculture and SMEs-ownership into the spotlight – all sectors that will be critical for recovery in emerging markets. According to McKinsey's forecasts, women's equal participation in the labor force will add US\$28 trillion in GDP globally over 10 years, which is more than enough to bridge the climate finance gap, which is estimated to be US\$894 billion by 2030.

To that end, the WLB4Climate will systematically advance not only SDG 5: Gender Equality, but also 13 other SDGs in line with the importance of using gender equality as a means to advance multiple dimensions of the global sustainable development agenda (Figure 7).

Figure 7: WLB4Climate advanced 14 UN SDGs



## Conclusion

IIX Global Charitable Limited is of the opinion that the Women's Livelihood Bond4Climate (WLB4Climate) is consistent with current Sustainability Bond Guidelines (SBG), as promulgated by the International Capital Markets Association (ICMA) and with the ASEAN Social Bond Standards. According to IIX Global Charitable Limited's analysis, the WLB4Climate aligns with the four core tenets of the ICMA SBPs, GBPs and ASEAN Social Bond Standards: (i) use of proceeds; (ii) process for project evaluation and selection; (iii) management of proceeds; and (iv) reporting, as summarized below:

- Use of Proceeds:** The WLB4Climate is expected to mobilize ~US\$35 million which will be used to impact the lives of 400,000 – 500,000. The WLB4Climate is designed to generate employment and support socio-economic advancement of underserved women from rural, low-income, disadvantaged or financially excluded communities. The WLB4Climate proceeds will be used to make loans to ten underlying Borrowers in Cambodia, India, Indonesia and the Philippines. These underlying Borrowers collectively drive forward the United Nation's Sustainable Development Goal (SDG) 5: Gender Equality, Sustainable Development Goal (SDG) 13: Climate Action and 12 other goals. For every \$1 invested through the WLB4Climate, \$4 of social value will be created for underserved women
- Process for Project Evaluation and Selection:** As part of the WLB4Climate Borrower evaluation and selection process, the Portfolio Manager conducts a rigorous social and financial due diligence on potential underlying Borrowers. As a part of this process, the Portfolio Manager uses a set of social and financial screening criteria to select underlying Borrowers that are able to absorb, deploy and repay debt capital and use the loan proceeds to empower underserved women. Shortlisted Borrowers go through the Portfolio Manager's in-depth impact assessment which includes an evaluation of outputs (number of women impacted) and outcomes (positive change to women's lives) using a forward-looking approach that is linked with the capital mobilized from the Bond. All impact assessments include a verification interviews the end beneficiaries using IIX Values™ – a digital impact assessment tool, thereby ensuring underserved women have a voice and are given adequate value during the portfolio construction process. The Portfolio Manager clearly communicates the social and environmental objectives of the Bond, the screening criteria used and portfolio selection process to investors through the Bond's Information Memorandum and other supporting investor presentations to ensure transparency.
- Management of Proceeds:** The proceeds of the WLB4Climate will be tracked by the Portfolio Manager in an appropriate manner. The issuer (WLB Asset II C Pte. Ltd.) is a Special Purpose Vehicle (SPV) established specifically to issue the bonds and make the loans to the underlying Borrowers. As such, all of the proceeds will be used for the purposes of the bonds. The proceeds of the issuance of the Bonds will be used to extend loans to the ten underlying Borrowers. It is expected that these loans will be extended immediately after the closing of the issuance of the Bonds. In the event that any of the bond proceeds are not disbursed within 90 days of the closing of the issue of the Bonds, any undisbursed proceeds held by the Issuer will be distributed as a prepayment of principal to the Bondholders. CSC GFM Asia Services (Singapore) Pte Ltd ("CSC GFM"), the Corporate Services Provider, will report to the bond trustee, BNY Mellon, on the use of proceeds and specifically on the disbursement of the loans.
- Reporting:** After the WLB4Climate is placed with investors and the loans have been disbursed to the Borrowers, the Portfolio Manager will monitor the impact performance of the Borrowers on a semi-annual basis and provide semi-annual impact reports over the life of the bond. These semi-annual impact reports will consist of a combination of qualitative (stories, SDG analysis) and quantitative information (SROI, no. of women impacted) to provide investors with a holistic understanding of the impact achieved. Key activities for the monitoring, evaluation and reporting of the WLB4Climate impact performance over the bond's 4-year lifetime include: (i) semi-annual impact reporting based on self-reported data from underlying Borrowers; (ii) annual impact reporting based on verified data and field visits to interview end beneficiaries; and (iii) ad-hoc announcements on the Singapore Exchange in the case of any material changes to the underlying portfolio.

IIX Global Charitable Limited will issue an annual Second Party Opinion that will verify the alignment of the WLB4Climate with the ICMA's SBG across the four-year life of the Bond.



ANNEX A

## Annex A – Negative Screening Criteria based on DFC Exclusion List (previously known as USAID)

### Illustrative List of Category A Projects

Although decisions on categorization are made on a case-by-case basis, the following list is indicative of the types of projects that are screened as Category A.

1. Large-scale industrial plants.
2. Large-scale industrial estates.
3. Crude oil refineries and installations for the gasification and liquefaction of 500 tonnes or more of coal or bituminous shale per day.
4. Major **Greenhouse Gas** emitting projects, defined as projects with **Direct Greenhouse Gas Emissions** of more than 100,000 (short) tons (91,000 metric tonnes) of **CO<sub>2</sub>eq** per year.
5. Cement manufacturing with an annual production rate of greater than one million dry weight tons.
6. Integrated works for the initial smelting of cast iron and steel; installations for the production of non-ferrous crude metals from ore, concentrates, or secondary raw materials by metallurgical, chemical or electrolytic processes.
7. Installations for the extraction of asbestos and for the processing and transformation of asbestos and products containing asbestos; for asbestos-cement products with an annual production of more than 20,000 tonnes of finished product; for friction material with an annual production of more than 50 tonnes of finished product; and for other asbestos utilization of more than 200 tonnes per year.
8. Integrated chemical installations, i.e. those installations that manufacture, on an industrial scale, substances using chemical conversion processes in which several units are juxtaposed and are functionally linked to one another and which produce: basic organic chemicals; basic inorganic chemicals; phosphorous, nitrogen or potassium based fertilizers (simple or compound fertilizers); basic plant health products and biocides; basic pharmaceutical products using a chemical or biological process; explosives.
9. Projects that manufacture, store, transport or dispose hazardous or toxic materials.
10. All projects that pose potentially serious occupational or health risks.
11. Construction of motorways, express roads, lines for long-distance railway traffic, and airports with a basic runway length of 2,100 meters or more. Construction of new roads with four or more lanes or realignment and/or widening of an existing road so as to provide four or more lanes where such new road, or realigned and/or widened section of road, would be 10 km or more in a continuous length.
12. Pipelines, terminals, and associated facilities for the large-scale transport of gas, oil, and chemicals.
13. Large-scale seaports and also inland waterways and ports for inland waterway traffic; trading ports, piers for loading and unloading connected to land and outside ports (excluding ferry piers).
14. Waste-processing and disposal installations for the incineration, chemical treatment or landfill of hazardous, toxic or dangerous wastes.
15. Construction or significant expansion of large dams and reservoirs not otherwise prohibited.
16. Groundwater abstraction activities or artificial groundwater recharge schemes in cases where the annual volume of water to be abstracted or recharged amounts to 10 million cubic meters or more.
17. Industrial plants for the (a) production of pulp from timber or similar fibrous materials; or (b) production of paper and board with a production capacity exceeding 200 air-dried metric tonnes per day.
18. Large-scale peat extraction.
19. Large-scale quarries, mining, or processing of metal ores or coal.
20. Major exploration and development of onshore oil and gas reserves.
21. Exploration and development of offshore oil and gas reserves.
22. Installations for storage of petroleum, petrochemical, or chemical products with a capacity of 200,000 tonnes or more.
23. Large-scale logging.
24. Large-scale power transmission.
25. Municipal wastewater treatment plants servicing more than 150,000 people.
26. Municipal solid waste-processing and disposal facilities.
27. Large-scale tourism and retail development.
28. Large-scale land reclamation.
29. Large-scale primary agriculture/plantations involving intensification or conversion of previously undisturbed land.
30. Plants for the tanning of hides and skins where the treatment capacity exceeds 12 tonnes of finished products per day.



31. Installations for the intensive rearing of poultry or pigs with more than: 85,000 places for broilers and 60,000 places for hens; 3,000 places for production pigs (over 30 kg); or 900 places for sows.
32. All projects with potentially major impacts on people or which pose serious socio- economic risk, including **Physical and Economic Displacement**, impacts on Indigenous Peoples and adverse impacts on **Cultural Heritage**.
33. Greenfield housing developments that contain more than 2,500 residential units.
34. Projects, not categorically prohibited, but located in or sufficiently near sensitive locations of national or regional importance which may have apparent environmental impacts on:
  1. Wetlands
  2. Areas of archaeological significance
  3. Areas prone to erosion and/or desertification
  4. Areas of importance to ethnic groups/indigenous peoples
  5. Primary temperate/boreal **Forests**
  6. Coral reefs
  7. Mangrove swamps
  8. Nationally designated seashore areas; and
  9. Managed resource protected areas, protected landscape/seascape (International Union for the Conservation of Nature (IUCN) categories V and VI) as defined by IUCN's Guidelines for Protected Area Management Categories. Additionally, these projects must meet IUCN's management objectives and follow the spirit of IUCN definitions.

## Categorical Prohibitions

1. Conversion or degradation of Critical Forest Areas or forest-related Critical Natural Habitats.
2. Leasing or financing of logging equipment, unless an environmental and social impact assessment indicates that; (i) all timber harvesting operations involved will be conducted in an environmentally sound manner which minimizes forest destruction; and (ii) the timber harvesting operations will produce positive economic benefits and sustainable forest management systems.
3. Construction of dams that significantly and irreversibly: (a) disrupt natural ecosystems upstream or downstream of the dam; or (b) alter natural hydrology; or (c) inundate large land areas; or (d) impact biodiversity; or (e) displace large numbers of inhabitants (5,000 persons or more); or (f) impact local inhabitants' ability to earn a livelihood.
4. Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements or subject to international phase- outs or bans such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, polychlorinated biphenyls and other hazardous substances, wildlife or wildlife products regulated under the Convention on International Trade and Endangered Species of Wild Fauna and Flora, and trans-boundary trade in waste or waste products.
5. Resettlement of 5,000 or more persons.
6. Any impact on natural World Heritage Sites <https://whc.unesco.org/en/list/> unless it can be demonstrated through an environmental assessment that the project (i) will not result in the degradation of the protected area and (ii) will produce positive environmental and social benefits.
7. Any impact on areas on the United Nations List of National Parks and Protected Areas <https://www.protectedplanet.net/> unless it can be demonstrated through an environmental assessment that the project (i) will not result in the degradation of the protected area and (ii) will produce positive environmental and social benefits.
8. Extraction or infrastructure in or impacting protected area Categories I, II, III, and IV (Strict Nature Reserve/Wilderness Areas and National Parks, Natural Monuments and Habitat/ Species Management Areas), as defined by the International Union for the Conservation of Nature (IUCN). Projects in IUCN Categories V (Protected Landscape/Seascape) and VI (Managed Resource Protected Area) must be consistent
9. with IUCN management objectives <https://www.protectedplanet.net/> unless it can be demonstrated through an environmental assessment (i) there is no degradation of the protected area and (ii) there are positive environmental and social benefits.
10. Production of, trade in or use of un-bonded asbestos fibers.
11. Marine and coastal fishing practices, such as large-scale pelagic drift net fishing and fine mesh net fishing, harmful to vulnerable and protected species in large numbers and damaging to biodiversity and habitats.
12. Use of forced labor or child labor.
13. Projects or companies known to be in violation of local applicable law related to environment, health, safety, labor, and public disclosure.
14. Projects or companies where the primary business activities are in the following prohibited sectors: gambling; media communications of an adult or political nature; military production or sales; alcoholic beverages (if contrary to local religious or cultural norms); or tobacco and related products.

15. Projects or companies that replace U.S. production or are likely to cause a significant reduction in the number of employees in the U.S. including “runaway plants” and outsourcing the provision of goods and services (e.g., Business Process Outsourcing) from the U.S.
16. Projects or companies subject to performance requirements that are likely to reduce substantially the positive trade benefits to the U.S.
17. Projects or companies in which host country governments have majority ownership or effective management control (except for investments in privatizing companies made in accordance with the Finance Agreement).
18. Companies found by a court or administrative body of competent jurisdiction engaging in unlawful monopolistic practices.
19. Projects or companies that provide significant, direct support to a government that engages in a consistent pattern of gross violations of internationally recognized **Human Rights**, as determined by the U.S. Department of State.
20. Projects or companies that perform abortions as a method of family planning; motivate or coerce any person to practice abortions; perform involuntary sterilizations as a method of family planning; coerce or provide any financial incentive to any person to undergo sterilizations; or perform any biomedical research which relates in whole or in part, to methods of, or in the performance of, abortions or involuntary sterilization as a means of family planning.
21. Companies which are treated as inverted corporations under 6 U.S.C. 395(b).

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**US\$27,000,000**

**3.90% Women's Livelihood Bonds due 2025**

**Portfolio Manager**



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**BARCLAYS**



**standard  
chartered**