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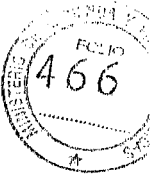


del presente Acuerdo Preliminar para someter el caso a mediación. Si el Mediador no pudiera encontrar una solución dentro de los 2 días hábiles a partir de la presentación de dicha controversia, la controversia se resolverá en el Tribunal de Distrito de Estados Unidos, Distrito Sur de Nueva York, ante el Honorable Thomas P. Griesa, donde se resolverá el caso de manera expedita. Independientemente de lo anterior, si alguna de las partes necesita resolver una controversia de manera urgente para evitar un daño irreparable de sus derechos conforme al presente Acuerdo Preliminar, dicha parte podrá solicitar directamente al Tribunal la resolución de la controversia sin antes presentarla ante el Mediador para someter el caso a mediación. Las partes renuncian a someter el caso a juicio por jurados. Para los fines de resolución de controversias emanadas de este Acuerdo Preliminar, la República Argentina renuncia a la soberanía y otras inmunidades (y acepta la competencia y la notificación procesal en Nueva York) disponible en la máxima medida proporcionada en la documentación relacionada con las demandas de los Demandantes. Por el presente las partes acuerdan que en relación con dicha controversia: (i) ninguna de las partes del presente estará facultada al cobro de indemnización pecuniaria por daños y perjuicios como resultado del incumplimiento de las partes de los términos del presente Acuerdo Preliminar y (ii) cada parte estará facultada a acceder a recursos tales como cumplimiento específico, medida cautelar o cualquier otro recurso de equidad como únicos recursos ante el incumplimiento de este Acuerdo Preliminar.

10. El presente Acuerdo Preliminar es obligatorio y vinculante para todas las partes. Las partes declaran que la persona que firma el presente Acuerdo Preliminar por sí está debidamente autorizado para hacerlo y es de carácter vinculante para dicha parte conforme los términos del Acuerdo Preliminar. Cada Demandante estará facultado a rescindir este Acuerdo Preliminar por sí en los siguientes casos: (1) si el Tribunal de Distrito del Distrito Sur de Nueva York no emite la orden contemplada en el párrafo 7 anterior antes del 3 de marzo de 2016 o (2) si no se realiza el pago total de todos los importes adeudados a los Demandantes contemplados en este Acuerdo Preliminar conforme a los términos de este antes de las 12:00 p.m., hora del Este, del jueves 14 de abril de 2016. Si algunos o todos los Demandantes rescinden el presente Acuerdo Preliminar conforme a este párrafo 10, dichos Demandantes y la República Argentina (solo respecto de dichos Demandantes que deciden rescindir el Acuerdo) volverán a sus posiciones

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anteriores respectivas como si no hubiera existido este Acuerdo Preliminar. Las partes acuerdan que este Acuerdo Preliminar califica como acuerdo preliminar suscrito con la República Argentina al 29 de febrero de 2016, tal como se contempla en la orden indicativa del Tribunal de fecha 19 de febrero de 2016. -----

(SIGUEN PÁGINAS DE FIRMAS) -----

[Se observa una firma ilegible] -----

Luis Caputo -----

Secretario de Finanzas -----

República Argentina -----

Nueva York, Nueva York -----

26 de febrero de 2016 -----

PARTES DEMANDANTES -----

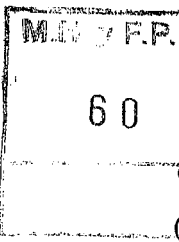
NML CAPITAL, LTD. -----

Por: [Se observa una firma ilegible] -----

Nombre: Paul Singer -----

Cargo: Presidente -----

Acciones a las que se hacen referencia en el preámbulo: Casos N.º 03 Civ. 8845 (TPG) (S.D.N.Y.), 05 Civ. 2434 (TPG) (S.D.N.Y.), 06 Civ. 6466 (TPG) (S.D.N.Y.), 07 Civ. 2690 (TPG) (S.D.N.Y.), 08 Civ. 3302 (TPG) (S.D.N.Y.), 07 Civ. 1910 (TPG) (S.D.N.Y.), 07 Civ. 6563 (TPG) (S.D.N.Y.), 08 Civ. 2541 (TPG) (S.D.N.Y.), 08 Civ. 6978 (TPG) (S.D.N.Y.), 09 Civ. 1707 (TPG) (S.D.N.Y.), 09 Civ. 1708 (TPG) (S.D.N.Y.), 14 Civ. 8988 (TPG) (S.D.N.Y.), 14 Civ. 8601 (TPG) (S.D.N.Y.) -----



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AURELIUS CAPITAL MASTER, LTD. -----

Por Aurelius Capital Management, LP, únicamente en carácter de administrador de inversiones y no en carácter individual -----

Por: [Se observa una firma ilegible] -----

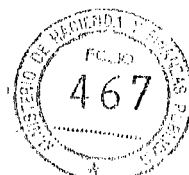
Nombre: Luc M. Dowling -----

Cargo: Gerente General -----



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ACP MASTER, LTD. -----

Por Aurelius Capital Management, LP, únicamente en carácter de administrador de inversiones y no en carácter individual -----

Por: [Se observa una firma ilegible] -----

Nombre: Luc M. Dowling -----

Cargo: Gerente General -----

AURELIUS OPPORTUNITIES FUND II, LLC -----

Por Aurelius Capital Management, LP, únicamente en carácter de administrador y no en carácter individual -----

Por: [Se observa una firma ilegible] -----

Nombre: Luc M. Dowling -----

Cargo: Gerente General -----

AURELIUS CAPITAL PARTNERS, LP -----

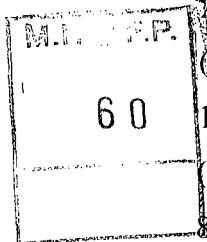
Por Aurelius Capital Management, LP, únicamente en carácter de administrador de inversiones y no en carácter individual -----

Por: [Se observa una firma ilegible] -----

Nombre: Luc M. Dowling -----

Cargo: Gerente General -----

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Acciones a las que se hace referencia en el preámbulo: Casos N.º 07 Civ. 2715 (TPG) (S.D.N.Y.), 07 Civ. 11327 (TPG) (S.D.N.Y.), 09 Civ. 8757 (TPG) (S.D.N.Y.), 09 Civ. 10620 (TPG) (S.D.N.Y.), 10 Civ. 1602 (TPG) (S.D.N.Y.), 10 Civ. 3507 (TPG) (S.D.N.Y.), 10 Civ. 3970 (TPG) (S.D.N.Y.), 10 Civ. 8339 (TPG) (S.D.N.Y.), 14 Civ. 8946 (TPG) (S.D.N.Y.) -----

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BLUE ANGEL CAPITAL I LLC -----

Por: [Se observa una firma ilegible] -----

Nombre: [Se observa un nombre ilegible] -----

Cargo: Gerente -----



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Acciones a las que se hace referencia en el preámbulo: Casos N.º 07 Civ. 2693 (TPG) (S.D.N.Y.), 10 Civ. 4101 (TPG) (S.D.N.Y.), 10 Civ. 4782 (TPG) (S.D.N.Y.), 14 Civ. 8947 (TPG) (S.D.N.Y.)-----

OLIFANT FUND, LTD. -----

Por: [Se observa una firma ilegible] -----

Nombre: John N. Spinney-----

Cargo: Firmante Autorizado-----

Acciones a las que se hace referencia en el preámbulo: 10 Civ. 9587 (TPG) (S.D.N.Y.)-

FYI LTD. -----

Por: [Se observa una firma ilegible] -----

Nombre: John N. Spinney-----

Cargo: Firmante Autorizado-----

FFI FUND LTD.-----

Por: [Se observa una firma ilegible] -----

Nombre: John N. Spinney-----

Cargo: Firmante Autorizado-----

Acciones a las que se hace referencia en el preámbulo: Casos N.º 05 Civ. 3328 (TPG) (S.D.N.Y.), 14 Civ. 8630 (TPG) (S.D.N.Y)-----

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Anexo 1-----

EMBARGOS/ACCIONES PENDIENTES DE NML-----

Acciones en Estados Unidos -----

1. Principales acciones ante el SDNY-----

Casos antes del dictado de sentencia:-----

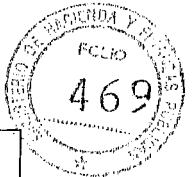
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07 Civ. 6563
 08 Civ. 2541
 08 Civ. 6978
 09 Civ. 1707
 09 Civ. 1708
 14 Civ. 8988
 14 Civ. 8601 (acción *pari passu* "me too")

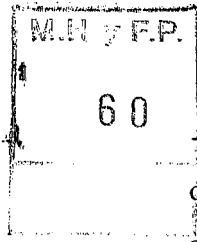
Casos después del dictado de sentencia: -----

03 Civ. 8845*
 05 Civ. 2434
 06 Civ. 6466
 07 Civ. 2690
 08 Civ. 3302

- NML y EM Ltd. en conjunto han embargado *pero no han ejecutado* 9.090.500 ADS, donde cada ADS representa 10 acciones Clase D del Banco Hipotecario, S.A., por un total de 90.905.000 acciones de Clase D del Banco Hipotecario, S.A.-----

*Nota: NML ha cobrado los siguientes importes de esta sentencia. Para evitar dudas, el importe que se devolverá a Argentina conforme al párrafo 4 del Acuerdo Preliminar es el 21% del total de los importes cobrados (US\$1.902.629), o US\$399.552:-----

- US\$1.631.763,82, recibidos el 5 de marzo de 2013, que representan la porción de NML del cobro del embargo de NML en relación con la cuenta que se mantiene en BNA a nombre de la Agencia Nacional de Promoción Científica y Tecnológica.-----



US\$270.866,67, recibidos el 8 de agosto de 2012, que representa la porción de NML del dinero en efectivo de un Fideicomiso de Opciones de BH derivados de una orden de embargo y restricción obtenida el 22 de mayo de 2007, dirigida a un fideicomiso creado por la República después de la privatización de Banco Hipotecario, S.A.-----

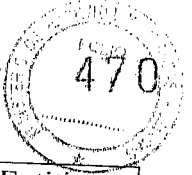
1. Acciones y apelaciones de Nevada-----

<u>Nombre y número del caso</u>	<u>Descripción</u>
NML Capital Ltd.,	Proceso de exhibición de pruebas posterior a la sentencia que involucran a Val de Loire LLC, MF



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<p><i>The Republic of Argentina</i>, Case NOS.: 2:14-cv-00492-RFB-VCF, 2:14-cv-001573-RFB-VCF (los casos se consolidaron con el número de expediente 2:14-cv-00492).</p>	<p>Corporate Services (Nevada) Ltd., Baez Entities y Mossack Fonseca & Co.</p>
<p><i>NML Capital Ltd. v. The Republic of Argentina</i>, (9no. Cir. 16-15039)</p>	<p>Apelación de Val de Loire de la orden de exhibición de pruebas posterior a la sentencia.</p>

Acciones y apelaciones de California -----

<u>Nombre y número del caso</u>	<u>Descripción</u>
<p><i>NML Capital, Ltd. v. Space Exploration Technologies Corp., Aka SpaceX, The Republic of Argentina; y Does 1-10</i>, 14 CV 02262-SVW-Ex (C.D. Cal.)</p>	<p>Action relacionada con el contrato con CONAE por el lanzamiento de los servicios con Space X, pedido de desestimación aceptado, actualmente en etapa de apelación.</p>
<p><i>NML Capital, Ltd. v. Space Exploration Technologies Corp.</i>, (9no Cir. 15-55449)</p>	<p>Apelación de desestimación relacionada con el contrato con CONAE por el lanzamiento de los servicios con Space X, Apelación de SpaceX.</p>
<p>Citación a Chevron, <i>NML Capital Ltd., The Republic of Argentina</i>, N.D. Cal. 12-mc-80185-JSW</p>	<p>Exhibición de pruebas relacionadas con la energía a Chevron.</p>
<p><i>NML Capital, Ltd. v. Republic of Argentina</i>, (9no Cir. No. 15-17520)</p>	<p>Apelación de la exhibición de pruebas anterior relacionada con la energía a Chevron.</p>

3. Acción de Texas -----

<u>Nombre y número del caso</u>	<u>Descripción</u>
<p><i>NML Capital Ltd. v. Republic of Argentina</i>, 3:12-mc-00080-O-BF (N.D. Tex.)</p>	<p>Citación enviada a Apache Oil Corporation.</p>

4. Acción de Florida -----

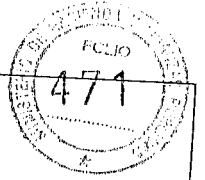
<u>Nombre y número del caso</u>	<u>Descripción</u>
<p><i>NML Capital Ltd. v. Republic of Argentina</i>,</p>	<p>Citación a MF Corporate Services International y</p>

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I:08-mc-22542-JAL (S.D. Fla.)	Olga Santini Mas.
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ACCIONES INTERNACIONALES

1. Bélgica

<u>Nombre y número del caso</u>	<u>Descripción</u>
La République d'Argentine / NML Capital LTD N° 15/4469/A	Proceso pendiente de sentencia ante el juez del embargo en Bruselas. Fondos en dos bancos embargados en mayo de 2015: <ul style="list-style-type: none"> • BNP Paribas Fortis: 52.001,12 € • ING: 8,14 € Total: 52.000,26 € o US\$57.009,69
NML Capital Ltd / La République d'Argentine N° 2014/RG/155	Proceso pendiente de resolución ante el Tribunal de Apelaciones en Mons relacionado con los primeros embargos en Bélgica efectuados en 2009 contra Argentina. El embargo se levantó el 12 de noviembre de 2009. NML apeló la decisión. El Tribunal de Apelaciones de Bruselas falló a favor de NML el 21 de junio de 2011. Argentina apeló la decisión ante la Corte Suprema. La Corte Suprema revirtió la decisión

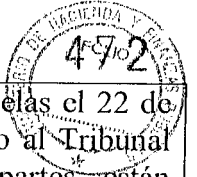
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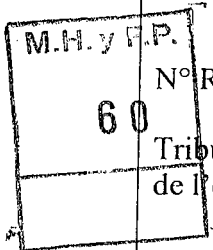
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	<p>de la apelación del Tribunal de Bruselas el 22 de noviembre de 2012 y remitió el caso al Tribunal de Apelaciones de Mons. Las partes están intercambiando los escritos. Se ha fijado fecha de audiencia para el 12 de octubre de 2016.</p>
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2. Francia -----

<u>Nombre y número del caso</u>	<u>Descripción</u>
<p>Total Austral</p> <p>République Argentine & SA Total Austral c. Société NML Capital, Ltd</p> <p>Nº RG : 15/10076, 15/10688, 15/11061, 15/13207, 15/14015, 15/14016, 15/14050, 16/00335 y 16/00595</p> <p>Tribunal de grande instance de Nanterre, Juge de l'exécution</p>	<p>Importes embargados:</p> <ul style="list-style-type: none"> Total de importes embargados: US\$184.638.045,14 al tipo de cambio de hoy o aproximadamente US\$ 30 millones por mes => AR\$ 2.829.571.746 (AR\$ 2,531,611,881 adeudados al Estado Federal y AR\$ 250.999.617 adeudado a las provincias de Argentina).
<p>BNP</p> <p>République Argentine & SA BNP Paribas c. Société NML Capital, Ltd</p> <p>Nº RG : 15/82010</p> <p>Tribunal de grande instance de Paris, Juge de l'exécution</p> <p>Nº RG : 15/22808</p> <p>Premier président de la Cour d'appel de Paris</p>	<p>Importes embargados:</p> <ul style="list-style-type: none"> Total de importes embargados: US\$15.604.866,29 al tipo de cambio actual o aproximadamente US\$ 2 millones por día => AR\$ 239.128.285,83

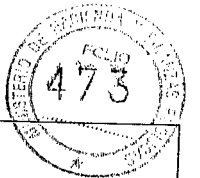


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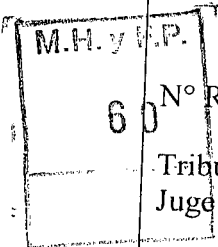
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<p>N° RG : 15/23915 Cour d'appel de Paris</p>	
<p>BBVA République Argentine c. Société NML Capital, Ltd N° RG : 15/81877 Tribunal de grande instance de Paris N° RG : 15/22808 Premier président de la Cour d'appel de Paris N° RG : 15/23911 Cour d'appel de Paris</p>	<p>Importes embargados:</p> <ul style="list-style-type: none"> Total de importes embargados: US\$ 2.950.694,10 al tipo de cambio actual => EUR 1.854.576,48 y USD 906.579,90
<p>Air France République Argentine c. Société NML Capital, Ltd & SA Air France N° RG : n°15/08371 Tribunal de grande instance de Bobigny, Juge de l'exécution N° RG : n°16/01037 Cour d'appel de Paris</p>	<p>Importes embargados:</p> <ul style="list-style-type: none"> Total de importes embargados: US\$ 920.480,15 al tipo de cambio actual => EUR 14.106.326,90

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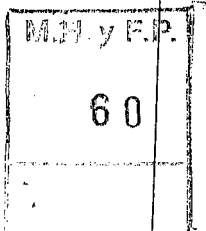
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<p>COFACE</p> <p>République Argentine & Compagnie française d'assurance pour le commerce extérieur (COFACE) c. Société NML Capital, Ltd</p> <p>N° RG : 15/10093 & 15/10096</p> <p>Tribunal de grande instance de Nanterre, Juge de l'exécution</p>	<p>Importes embargados</p> <ul style="list-style-type: none"> Total de importes embargados: US\$ 267.015,28 al tipo de cambio actual => EUR 4.092.000
<p>Banque de France</p> <p>NML Capital Ltd c. Banque de France</p> <p>N°RG : 15/83257</p> <p>Tribunal de grande instance de Paris, Juge de l'exécution</p> <p>Banque de France c. Société NML Capital Ltd, Banco Central de la República Argentina & République Argentine</p> <p>N°RG : 15/83287</p> <p>Tribunal de grande instance de Paris, Juge de l'exécution</p>	<p>Importes embargados:</p> <ul style="list-style-type: none"> Se relaciona con los embargos ejecutados en 2010 en función de la autorización del juez de París. BdF se rehusó a declarar el importe adeudado al BCRA con el fundamento de que los activos de los bancos centrales no se pueden embargar. NML presentó una demanda contra BdF el 25 de agosto de 2015 para obtener el pago de las sumas adeudadas al BCRA al momento de los embargos. BdF presentó una contrademanda por separado que indicaba que la autorización del juez de París de 2010 no era válida en vista de la decisión del 31 de agosto de 2015 emitida por el 2do Circuito que manifestaba que el BCRA no es el alter ego de Argentina. El 9 de diciembre de 2015, el juez de París suspendió la demanda hasta decidir sobre el estado de la Orden de 2010. Audiencia ante el juez de París en la Orden de 2010: 15 de junio de 2016.

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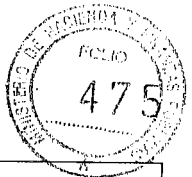
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<u>Nombre y número del caso</u>	<u>Descripción</u>
NML Capital Ltd. v. Republic of Argentina, Superior Court of Judicature In The High Court of Justice (División Comercial), Litigio No. RPC/343/12, Accra A.D. 2012	Acción relacionada con la confiscación de un buque militar, apelación de US\$15.000.000 en costas otorgado a NML el 23 de julio de 2013, apelación abandonada por Argentina.

4. Seychelles -----

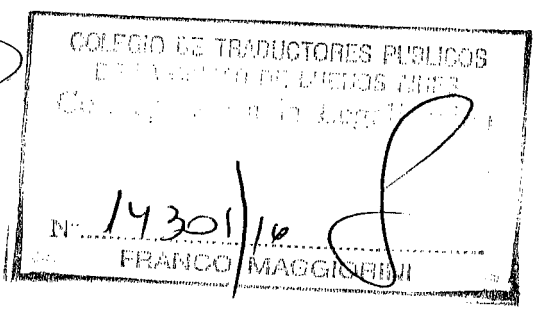
<u>Nombre y número del caso</u>	<u>Descripción</u>
NML Capital Limited v. Aldyne Ltd., Gairns Ltd., and Plascot Ltd., Supreme Court of Seychelles, Fuero Civil: M.A 36012014	Solicitud de Orden de Norwich Pharmacal
NML Capital Limited v. Mossack Fonseca and Company (Seychelles) Ltd., Supreme Court of Seychelles, C/S No. 109 de 2014, MA No. 209 de 2015	Solicitud de Orden de Norwich Pharmacal

CERTIFICO que lo que antecede es traducción fiel y completa del idioma inglés al español, en 17 páginas simple faz, del documento que se acompaña y al cual me remito.

Buenos Aires, 03 de Marzo de 2016. -----

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MARIANA PAULA PÉREZ
Traductora Pública
Idioma Inglés
Mat. T° XVII F° 245 Capital Federal
Inscrip. C.T.P.C.B.A. Nro. 6234





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COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES

República Argentina
Ley 20305

LEGALIZACIÓN

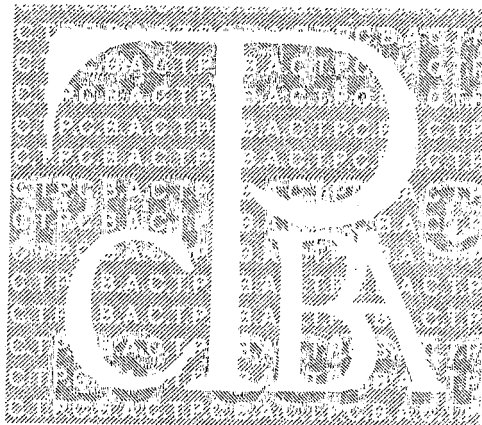
Por la presente, el COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES, en virtud de la facultad que le confiere el artículo 10 inc. d) de la ley 20305, certifica únicamente que la firma y el sello que aparecen en la traducción adjunta concuerdan con los correspondientes

al/a la Traductor/a Público/a PÉREZ, MARIANA PAULA

que obran en los registros de esta institución, en el folio 246 del Tomo 17 en el idioma INGLÉS

Legalización número: **14301**

Buenos Aires, 03/03/2016



MARCELO F. SIGALOFF
Gerente de Legalizaciones
Colegio de Traductores Públicos
de la Ciudad de Buenos Aires

ESTA LEGALIZACIÓN NO SE CONSIDERARÁ VÁLIDA SIN EL CORRESPONDIENTE TIMBRADO DE CONTROL EN LA ÚLTIMA HOJA DE LA TRADUCCIÓN ADJUNTA

Control interno: 27883114301



By virtue of the authority vested in the COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Buenos Aires Sworn Translators Association) by Argentine law No. 20 305 section 10(d), I hereby CERTIFY that the seal and signature affixed on the attached translation are consistent with the seal and signature on file in our records.

The Colegio de Traductores Públicos de la Ciudad de Buenos Aires only certifies that the signature and seal on the translation are genuine; it will not attest to the contents of the document.

THIS CERTIFICATION WILL BE VALID ONLY IF IT BEARS THE PERTINENT CHECK STAMP ON THE LAST PAGE OF THE ATTACHED TRANSLATION.

Vu par le COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Ordre des Traducteurs Officiels de la ville de Buenos Aires), en vertu des attributions qui lui ont été accordées par l'article 10, alinéa d) de la Loi n° 20.305, pour la seule légalisation matérielle de la signature et du sceau du Traductor Público (Traducteur Officiel) apposés sur la traduction du document ci-joint, qui sont conformes à ceux déposés aux archives de cette Institution.

LE TIMBRE APPOSÉ SUR LA DERNIÈRE PAGE DE LA TRADUCTION FERA PREUVE DE LA VALIDITÉ DE LA LÉGALISATION.

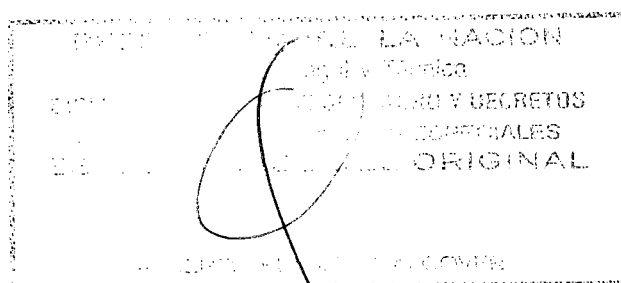
Il COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Ordine dei Traduttori abilitati della Città di Buenos Aires) CERTIFICA ai sensi dell'articolo 10, lettera d) della legge 20.305 che la firma e il timbro apposti sulla qui unita traduzione sono conformi alla firma e al timbro del Traduttore abilitato depositati presso questo Ente. Non certifica il contenuto della traduzione sulla quale la certificazione è apposta.

LA VALIDITÀ DELLA PRESENTE CERTIFICAZIONE È SUBORDINATA ALL'APPOSIZIONE DEL TIMBRO DI CONTROLLO DEL CTPCBA SULL'ULTIMA PAGINA DELL'ALLEGATA TRADUZIONE.

Por meio desta legalização, o COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Colégio dos Tradutores Públicos da Cidade de Buenos Aires), no uso de suas atribuições e em conformidade com o artigo 10, alínea "d", da Lei 20.305, somente reconhece a assinatura e o carimbo do Tradutor Público que subscreve a tradução em anexo por semelhança com a assinatura e o carimbo arquivados nos registros desta instituição.

A PRESENTE LEGALIZAÇÃO SÓ TERÁ VALIDADE COM A CORRESPONDENTE CHANCELA MECÂNICA APOSTA NA ÚLTIMA FOLHA DA TRADUÇÃO.

COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES (Kammer der vereidigten Übersetzer der Stadt Buenos Aires). Kraft der Befugnisse, die ihr nach Art. 10 Abs. d) von Gesetz 20.305 zustehen, bescheinigt die Kammer hiermit lediglich die Übereinstimmung der Unterschrift und des Siegelabdruckes auf der beigefügten Übersetzung mit der entsprechenden Unterschrift und dem Siegelabdruck des vereidigten Übersetzers (Traductor Público) in unseren Registern.



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AGREEMENT IN PRINCIPLE

The Plaintiffs in the actions listed on the Plaintiffs' signature pages hereto agree in principle, severally and not jointly, with the Republic of Argentina, as of February 29, 2016, as follows:

1. Subject to the condition set forth in paragraph 5 below, the Republic of Argentina will pay, and the Plaintiffs will accept, 75% of the amount of their claims of \$5,891,000,000 asserted in the U.S. District Court for the Southern District of New York on defaulted Argentine bonds, inclusive of all legal and statutory interest applicable to each such claim through February 29, 2016, which payment therefore shall be equal to \$4,418,250,000. The Republic of Argentina shall also pay interest on the claims of \$5,891,000,000 which shall accrue at the rate of 2% per annum from March 1, 2016 to the date of payment if payment is made on or before April 14, 2016. If payment is not made by that date, interest will resume running from and after that date on the full claims at the legal and statutory interest rate applicable to each such claim.
2. Subject to the condition set forth in paragraph 5 below, the Republic of Argentina will make an additional payment to the Plaintiffs, and Plaintiffs will accept the additional payment, such payment being in an amount equal to \$235 million, to (a) settle all claims asserted *outside* the U.S. District Court for the Southern District of New York, world-wide, and (b) reimburse the Plaintiffs for legal fees wherever incurred, whether in the U.S. District Court for the Southern District of New York or in any other jurisdiction, world-wide.
3. The parties thus agree that through February 29, 2016, the claims amount would be \$5,891,000,000 and the total payment due (inclusive of amounts due under paragraphs 1 and 2 above), if paid on such date, would be \$4,653,250,000. The parties further agree that interest shall accrue from March 1 through the earlier of payment in full of all amounts due hereunder or April 14 in the per diem amount of \$322,795. All payments to be made by the Republic of Argentina pursuant to paragraphs 1 and 2 above shall be paid in accordance with paragraph 7 below.
4. The sums set forth in paragraphs 1 and 2 above, when paid, will be in full and final settlement of all claims of any nature or kind by the Plaintiffs against the Republic of Argentina, arising or existing world-wide in connection with the securities that are the subject of the actions listed on each such Plaintiff's signature page hereto or any judgments entered in such actions through the date of such payment, other than claims that arise under this Agreement in Principle, and,

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following such payment in full, each Plaintiff will provide the Republic of Argentina with Stipulations of Dismissal with Prejudice of all of the actions listed on such Plaintiff's signature page hereto in the U.S. District Court for the Southern District of New York and the equivalent in any related actions pending in any other jurisdiction, world-wide.

Upon the receipt by the Plaintiffs of payments in full of the sums set forth in paragraphs 1 and 2 above, the Plaintiffs will promptly release all attachments and pending attachments and executions, world-wide, and return to Argentina all property levied upon or seized by the Plaintiffs, world-wide, all as listed on Schedule 1.

Upon the receipt by the Plaintiffs of payments in full of the sums set forth in paragraphs 1 and 2 above, as of the date of such receipt of payment, each Plaintiff, on the one hand, and the Republic of Argentina, on the other hand, hereby unqualifiedly releases and discharges each other, and their respective ministers, government and other officials, officers, directors, equityholders, managers, affiliates, employees, agents, attorneys, successors and assigns, from any and all claims, causes of action, damages or liabilities (including attorneys' fees), of any kind, whether at law or in equity, known or unknown, asserted or unasserted, fixed or contingent, arising or existing world-wide in connection with the securities that are the subject of the actions listed on each such Plaintiff's signature page hereto or any judgments entered in such actions through the date of such payment, other than claims that arise under this Agreement in Principle.

5. The condition to the Plaintiffs receiving the payments set forth above is that legislation by the Congress of the Republic of Argentina that lifts, abridges or repeals Law 26,017 (known as the Lock Law) and Law 26,984 (known as the Sovereign Payment Law) (or a functionally equivalent action) has become effective and unconditionally permits the immediate payment in full of the amounts set forth in paragraphs 1 and 2 above. Effective immediately upon the receipt of the final payment in full of the sums set forth in paragraphs 1 and 2 above, the Plaintiffs' Injunctions will be automatically vacated. If and to the extent that the Court requires any additional documentation to effect the lifting of the Plaintiffs' Injunctions as set forth in the prior sentence, the Plaintiffs agree to provide such documentation, in form and substance reasonably satisfactory to the Republic of Argentina, and the Court, promptly upon request. Until the Plaintiffs are paid in full pursuant to paragraphs 1 and 2 above or this Agreement in Principle is terminated in accordance with its terms, the Republic of Argentina agrees that it will not request the Court to vacate or modify the Injunctions in the Plaintiffs'

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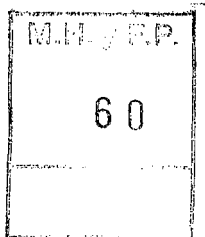


cases or support the request by any third party to vacate or modify such Injunctions, other than automatically upon payment in full to the Plaintiffs of the amounts set forth in paragraphs 1 and 2 above.

6. The parties agree to cooperate with each other and with the Special Master, Daniel A. Pollack, Esq., to effectuate the purposes and terms of this Agreement in Principle, including but not limited to executing and delivering any and all documents reasonably required to effectuate the purposes and terms of this Agreement in Principle, in form reasonably satisfactory to the Republic of Argentina and the Plaintiffs. Notwithstanding any other provision in this agreement, nothing herein will prevent or limit the Plaintiffs' ability to litigate to safeguard their legal position, including the position that, until the Plaintiffs are paid in full, their Injunctions cannot be lifted.

7. The parties contemplate that to fund the payments to the Plaintiffs under paragraphs 1 and 2 above (other than interest accruing after February 29, 2016 as set forth below), the Republic of Argentina, after certifying to the Plaintiffs in writing that the condition set forth in the first sentence of paragraph 5 above has been satisfied, will undertake one or more capital-raises, likely in the form of a bond offering.

The Republic of Argentina agrees that, other than as set forth in the next succeeding sub-paragraph, until the Republic of Argentina provides the certification referred to in the preceding sentence, or this Agreement in Principle is terminated, the Republic of Argentina will not undertake any capital-raises. Following such certification, the Republic of Argentina agrees that the first monies raised by it through capital-raises, up to the full amount to be paid to the Plaintiffs under paragraphs 1 (other than interest accruing after February 29, 2016) and 2 above will immediately and directly be paid by the underwriters or other entities selected to manage or provide the capital-raises into Accounts maintained with one or more money center financial institutions in the State of New York and each of such institutions shall be determined by the Plaintiffs and reasonably acceptable to the Republic of Argentina, and which Accounts shall be in the name of and for the sole benefit of the applicable Plaintiff. The Republic of Argentina shall require the underwriters or other entities selected to manage or provide any capital-raises to pay all proceeds thereof directly into the Accounts (allocated among such Accounts as provided by the court order contemplated below by this paragraph 7), unless the underwriters or such other entities shall have been notified in writing by the Plaintiffs that all amounts due and payable to the Plaintiffs under paragraphs 1



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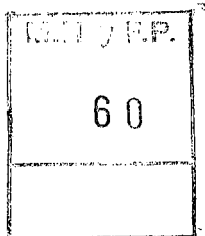
(other than interest accruing after February 29, 2016) and 2 above have been paid in full in accordance with the terms hereof.

None of the requirements set forth in this paragraph 7 shall apply to a capital-raise which (a) occurs in the ordinary course of the operation and administration of the affairs of the government of the Republic of Argentina, (b) is (i) entirely denominated in Argentine pesos, which capital-raises can be unlimited in amount, or (ii) other currencies, provided that such capital-raises do not exceed, in the aggregate, \$2,000,000,000 U.S. dollars (calculated for each such capital-raise at the exchange rates in effect on the date of the closing of such capital raise), and (c) is marketed and offered solely within the Republic of Argentina.

Each Plaintiff agrees that as long as this Agreement in Principle is in effect as to that Plaintiff and as long as the Republic of Argentina is in compliance with the terms of this Agreement in Principle, it shall not attach, or attempt to attach, or enjoin, in whole or in part, a capital-raise that is made by the Republic of Argentina.

The parties will negotiate in good faith to agree as promptly as practicable following the date hereof to an Addendum A to this Agreement in Principle, and shall cooperate to obtain promptly thereafter an order of the Court approving such Addendum A, which order shall be binding upon the Plaintiffs, the Republic of Argentina and any underwriters or other entities selected to manage or provide any capital-raises, as provided in this paragraph 7. Such Addendum A shall contain provisions for the implementation of this paragraph 7, including, without limitation, the following:

- (i) that the first monies raised through capital-raises up to the full amount to be paid to the Plaintiffs under paragraphs 1 (other than interest accruing after February 29, 2016) and 2 above shall immediately and directly be paid by the underwriters or other entities selected to manage or provide the capital-raises into the Accounts, as provided above;
- (ii) that all funds paid into the Accounts shall be immediately paid over to the Plaintiffs, subject to any notice or instructions from the Plaintiffs required by the financial institution(s) at which the Accounts are maintained;
- (iii) that, in the event of the termination of this Agreement in Principle, all funds at the time held in the Accounts shall be retained by the Plaintiffs, as aforesaid;



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(iv) that all funds paid into the Accounts will be in cash, in U.S. dollars in immediately available funds, via wire transfer; and

(v) that the allocation of the payments in full as contemplated by paragraphs 1 and 2 above among the Plaintiffs shall be in accordance with a schedule to be incorporated into such order, as such schedule may be further modified with the consent of each of the Plaintiffs.

Notwithstanding the foregoing, the Plaintiffs may choose an alternative payment mechanism which will be reflected in Addendum A and the court order contemplated by this paragraph 7, which alternative payment mechanism shall be reasonably acceptable to the Republic of Argentina.

The parties contemplate that the payments to the Plaintiffs of interest accruing after February 29, 2016 as provided in paragraph 1 above will be made directly to the Plaintiffs by the Republic of Argentina, in cash, in U.S. dollars, in immediately available funds, by wire transfer. Notwithstanding that such interest shall be separately payable to the Plaintiffs as provided in this sub-paragraph, for all purposes of this Agreement in Principle, the Plaintiffs shall not be deemed to have been paid in full unless and until all interest as provided in paragraph 1 above is also paid in full.

8. The parties agree that announcement of the Agreement in Principle will be made by the Special Master, Daniel A. Pollack, Esq. upon the signing of the Agreement in Principle, and that, thereafter, the parties will issue public statements of their own supportive of the Agreement in Principle.

9. This Agreement in Principle is governed by the laws of the State of New York. The parties agree that any dispute arising under, out of or relating to this Agreement in Principle shall be submitted to the Special Master for mediation. If the Special Master is unable to effect a resolution within 2 business days of the submission of such dispute, such dispute may be submitted to the U.S. District Court for the Southern District of New York before the Hon. Thomas P. Griesa on an expedited basis for resolution. Notwithstanding the foregoing, in the event that any party requires urgent resolution of dispute in order to avoid irreparable harm to its rights under this Agreement in Principle, such party may apply directly to the Court for dispute resolution without first submitting the dispute to the Special Master for mediation. Each party waives trial by jury. For the purpose of the resolution of disputes under this Agreement in Principle, the Republic of Argentina

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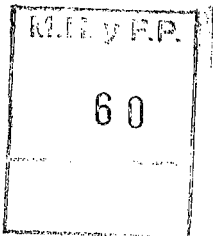


waives sovereign and other immunities (and consents to New York jurisdiction and service of process) otherwise available to it to the fullest extent provided in the documentation governing the Plaintiffs' claims. The parties hereto agree that in connection with any such dispute (i) no party hereto shall be entitled to monetary damages as a result of another party's breach of the terms of this Agreement in Principle and (ii) each party shall be entitled to specific performance and to injunctive or other equitable relief as the sole remedies for any breach of this Agreement in Principle.

10. This Agreement in Principle is binding and enforceable upon all the parties. Each party represents that the person signing this Agreement in Principle on its behalf is duly authorized to do so and to bind such party in accordance with the terms of this Agreement in Principle. Each Plaintiff will have the right to terminate this Agreement in Principle as to itself if (1) by March 3, 2016, the order contemplated by paragraph 7 above has not been entered by the U.S. District Court for the Southern District of New York or (2) the payment in full of all amounts to be made to the Plaintiffs as contemplated by this Agreement in Principle is not made in accordance with the terms hereof by 12:00 noon EST, Thursday, April 14, 2016. In the event that this Agreement in Principle is terminated as to any or all Plaintiffs pursuant to this paragraph 10, the terminating Plaintiffs and the Republic of Argentina (with respect to the terminating Plaintiffs only) shall thereupon be restored to their respective prior positions as if there had been no Agreement in Principle. The parties agree that this Agreement in Principle qualifies as an agreement in principle with the Republic of Argentina entered into on or before February 29, 2016 as contemplated by the Court's indicative order dated February 19, 2016.

[SIGNATURE PAGES FOLLOW]

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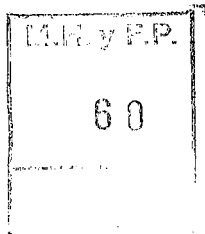
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Luis Caputo

Luis Caputo
Secretary of Finance
Republic of Argentina

New York, New York
February 26, 2016



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PLAINTIFFS

NML CAPITAL, LTD.

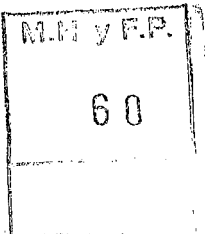
By:

Paul Singer

Name: Paul Singer

Title: President

Actions referenced in the preamble: Case Nos. 03 Civ. 8845 (TPG) (S.D.N.Y.), 05 Civ. 2434 (TPG) (S.D.N.Y.), 06 Civ. 6466 (TPG) (S.D.N.Y.), 07 Civ. 2690 (TPG) (S.D.N.Y.), 08 Civ. 3302 (TPG) (S.D.N.Y.), 07 Civ. 1910 (TPG) (S.D.N.Y.), 07 Civ. 6563 (TPG) (S.D.N.Y.), 08 Civ. 2541 (TPG) (S.D.N.Y.), 08 Civ. 6978 (TPG) (S.D.N.Y.), 09 Civ. 1707 (TPG) (S.D.N.Y.), 09 Civ. 1708 (TPG) (S.D.N.Y.), 14 Civ. 8988 (TPG) (S.D.N.Y.), 14 Civ. 8601 (TPG) (S.D.N.Y.)



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AURELIUS CAPITAL MASTER, LTD.

By Aurelius Capital Management, LP,
solely as investment manager and not in its
individual capacity

By: [Signature]
Name: Luc M. Dowling
Title: Managing Director

ACP MASTER, LTD.

By Aurelius Capital Management, LP,
solely as investment manager and not in its
individual capacity

By: [Signature]
Name: Luc M. Dowling
Title: Managing Director

AURELIUS OPPORTUNITIES FUND II, LLC

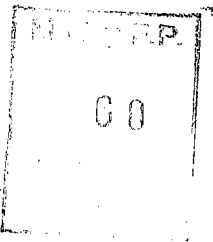
By Aurelius Capital Management, LP,
solely as manager and not in its individual
capacity

By: [Signature]
Name: Luc M. Dowling
Title: Managing Director

AURELIUS CAPITAL PARTNERS, LP

By Aurelius Capital Management, LP,
solely as investment manager and not in its
individual capacity

By: [Signature]
Name: Luc M. Dowling
Title: Managing Director

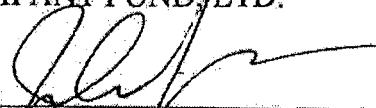


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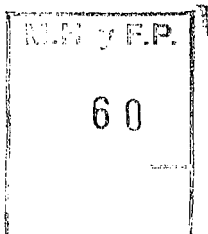
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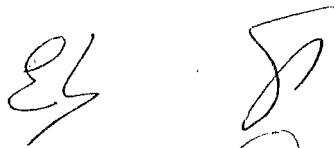


OLIFANT FUND, LTD.

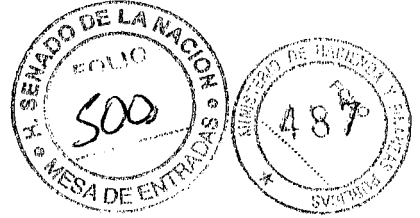
By: 
Name: John N. Spitzer, Jr.
Title: Attorney at Law

Actions referenced in the preamble: 10 Civ. 9587 (TPG) (S.D.N.Y.)

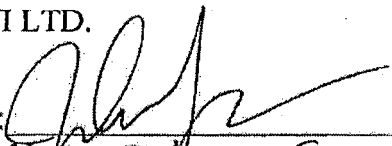




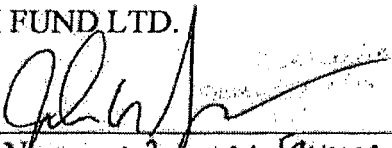
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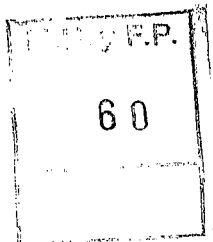
FYI LTD.

By: 
Name: John W. Spinney Jr.
Title: Attorney at Law

FFI FUND LTD.

By: 
Name: John W. Spinney Jr.
Title: Attorney at Law

Actions referenced in the preamble: Case Nos. 05 Civ. 3328 (TPG) (S.D.N.Y.), 14 Civ. 8630 (TPG) (S.D.N.Y)



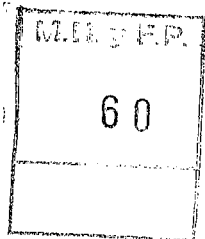
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BLUE ANGEL CAPITAL I LLC

By: *afred*
Name: *Adam Friedman*
Title: *manager*

Actions referenced in the preamble: Case Nos. 07 Civ. 2693 (TPG) (S.D.N.Y.), 10 Civ. 4101 (TPG) (S.D.N.Y.), 10 Civ. 4782 (TPG) (S.D.N.Y.), 14 Civ. 8947 (TPG) (S.D.N.Y.)



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Schedule 1

NML PENDING ACTIONS/ATTACHMENTS

US Actions

1. SDNY Main actions

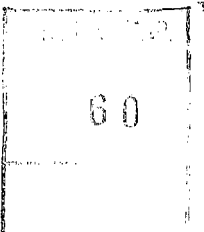
Pre-judgment cases:

- 07 Civ. 1910
- 07 Civ. 6563
- 08 Civ. 2541
- 08 Civ. 6978
- 09 Civ. 1707
- 09 Civ. 1708
- 14 Civ. 8988
- 14 Civ. 8601 (pari passu "me too" action)

Post-judgment cases:

- 03 Civ. 8845*
- 05 Civ. 2434
- 06 Civ. 6466
- 07 Civ. 2690
- 08 Civ. 3302

- NML and EM Ltd. have jointly attached **but not executed on** 9,090,500 ADSs, with each ADS representing 10 Class D shares of Banco Hipotecario, S.A., for a total of 90,905,000 Class D shares of Banco Hipotecario, S.A.



*Note: NML has recovered the amounts below on this judgment. For the avoidance of doubt, the amount to be returned to Argentina pursuant to paragraph 4 of the Agreement in Principle is 21% of the the total of the amounts recovered (\$1,902,629), or \$399,552:

- \$1,631,763.82, received on March 5, 2013, representing NML's share of the proceeds resulting from an attachment NML relating to an account held at BNA in the name of the Agencia Nacional de Promoción Científica y Tecnológica.
- \$270,866.67, received on August 8, 2012, representing NML's share of the cash in the BH Options Trust resulting from an order of attachment and a restraining order NML obtained on May 22, 2007 directed to a trust that the Republic created when it privatized Banco Hipotecario, S.A.



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1. Nevada Actions/Appeal

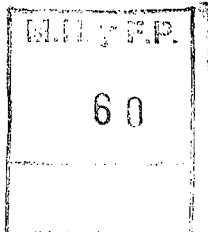
<u>Case Name and No.</u>	<u>Description</u>
<i>NML Capital Ltd., The Republic of Argentina, Case NOS.: 2:14-cv-00492-RFB-VCF, 2:14-cv-001573- RFB-VCF (the cases have been consolidated under docket number 2:14-cv-00492).</i>	Post-judgment discovery proceedings involving Val de Loire LLC, MF Corporate Services (Nevada) Ltd., the Baez Entities, and Mossack Fonseca & Co.
<i>NML Capital Ltd. v. The Republic of Argentina, (9th Cir. 16-15039).</i>	Val de Loire's appeal of order compelling post-judgment discovery.

2. California Actions/Appeals

<u>Case Name and No.</u>	<u>Description</u>
<i>NML Capital, Ltd. v. Space Exploration Technologies Corp., Aka SpaceX, The Republic of Argentina; and Does 1-10, 14 CV 02262-SVW-Ex (C.D. Cal.)</i>	Action related to CONAE contract for launch services with Space X; motion to dismiss granted, now on appeal
<i>NML Capital, Ltd. v. Space Exploration Technologies Corp., (9th Cir. 15-55449)</i>	Appeal of dismissal related to CONAE contract for launch services with Space X SpaceX Appeal
<i>Subpoena to Chevron, NML Capital Ltd., The Republic of Argentina, N.D. Cal. 12-mc-80185-JSW</i>	Energy discovery to Chevron
<i>NML Capital, Ltd. v. Republic of Argentina, (9th Cir. No. 15-17520)</i>	Appeal of above energy discovery to Chevron

3. Texas Action

<u>Case Name and No.</u>	<u>Description</u>
<i>NML Capital Ltd. v. Republic of Argentina,</i>	Subpoena served on Apache Oil Corporation



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3:12-mc-00080-O-BF (N.D. Tex.)	
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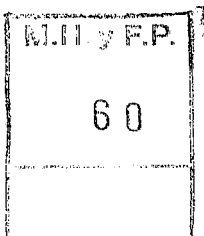
4. Florida Action

<u>Case Name and No.</u>	<u>Description</u>
<i>NML Capital Ltd. v. Republic of Argentina</i> , 1:08-mc-22542-JAL (S.D. Fla.)	Subpoena to MF Corporate Services International and Olga Santini Mas.

INTERNATIONAL ACTIONS

1. Belgium

<u>Case Name and No.</u>	<u>Description</u>
La République d'Argentine / NML Capital LTD N° 15/4469/A	Proceedings pending before the attachment judge in Brussels. Funds in two banks attached May 2015: <ul style="list-style-type: none"> • BNP Paribas Fortis: 52,001.12 € • ING: 8.14 € Total: 52,009.26 € or \$57,009.69
NML Capital Ltd / La République d'Argentine N° 2014/RG/155	Proceedings pending before the Court of appeals in Mons related to the first attachments made in Belgium in 2009 against Argentina.



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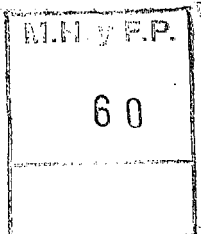
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	<p>Attachment lifted on November 12, 2009. NML appealed the decision. The Brussels Court of appeals ruled in favor of NML on June 21, 2011.</p> <p>Argentina appealed the decision to the Supreme Court. The Supreme Court quashed the Brussels Court of appeals decision on November 22, 2012 and referred the case to the Mons Court of appeals. The parties are exchanging briefs. Argument is set for October 12, 2016.</p>
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2. France

<u>Case Name and No.</u>	<u>Description</u>
<p>Total Austral</p> <p>République Argentine & SA Total Austral c. Société NML Capital, Ltd</p> <p>N° RG : 15/10076, 15/10688, 15/11061, 15/13207, 15/14015, 15/14016, 15/14050, 16/00335 & 16/00595</p> <p>Tribunal de grande instance de Nanterre, Juge de l'exécution</p>	<p>Sums attached:</p> <ul style="list-style-type: none"> Total amount attached: USD 184,638,045.14 at today's exchange rate, or about USD 30 million every month => AR\$ 2,829,571,746 (AR\$ 2,531,611,881 owed to the Federal State and AR\$ 250,999,617 owed to the Argentine provinces)
<p>BNP</p> <p>République Argentine & SA BNP Paribas c. Société NML Capital, Ltd</p>	<p>Sums attached:</p> <ul style="list-style-type: none"> Total amount attached: USD 15,604,866.29 at today's exchange rate, or about USD 2 million every day => AR\$ 239,128,285.83



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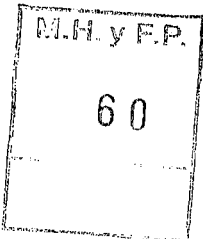


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<p>N° RG : 15/82010</p> <p>Tribunal de grande instance de Paris, Juge de l'exécution</p> <p>N° RG : 15/22808</p> <p>Premier président de la Cour d'appel de Paris</p> <p>N° RG : 15/23915</p> <p>Cour d'appel de Paris</p>	
<p>BBVA</p> <p>République Argentine c. Société NML Capital, Ltd</p> <p>N° RG : 15/81877</p> <p>Tribunal de grande instance de Paris</p> <p>N° RG : 15/22808</p> <p>Premier président de la Cour d'appel de Paris</p> <p>N° RG : 15/23911</p> <p>Cour d'appel de Paris</p>	<p>Sums attached:</p> <ul style="list-style-type: none">• Total amount attached: USD 2,950,694.10 at today's exchange rate => EUR 1,854,576.48 and USD 906,579.90
<p>Air France</p> <p>République Argentine c. Société NML</p>	<p>Sums attached</p> <ul style="list-style-type: none">• Total amount attached: USD



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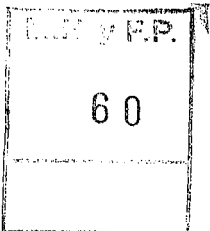


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<p>Capital, Ltd & SA Air France</p> <p>N° RG : n°15/08371</p> <p>Tribunal de grande instance de Bobigny, Juge de l'exécution</p> <p>N° RG : n°16/01037</p> <p>Cour d'appel de Paris</p>	<p>920,480.15 at today's exchange rate => AR\$ 14,106,326.90</p>
<p>COFACE</p> <p>République Argentine & Compagnie française d'assurance pour le commerce extérieur (COFACE) c. Société NML Capital, Ltd</p> <p>N° RG : 15/10093 & 15/10096</p> <p>Tribunal de grande instance de Nanterre, Juge de l'exécution</p>	<p>Sums attached</p> <ul style="list-style-type: none"> Total amount attached: USD 267,015.28 at today's exchange rate => AR\$ 4,092,000
<p>Banque de France</p> <p>NML Capital Ltd c. Banque de France</p> <p>N°RG : 15/83257</p> <p>Tribunal de grande instance de Paris, Juge de l'exécution</p> <p>Banque de France c. Société NML Capital Ltd, Banco Central de la República Argentina & République Argentine</p> <p>N°RG : 15/83287</p> <p>Tribunal de grande instance de Paris, Juge</p>	<p>Sums attached</p> <ul style="list-style-type: none"> This relates to attachments carried out in 2010 based on the Paris judge's authorization BdF declined to declare the amount owed to BCRA on the ground that central banks' assets would not be attachable per se. NML sued BdF on August 25, 2015 to obtain the payment of the sums it owed BCRA at the time of the attachments. BdF counterclaimed with a separate complaint that the 2010 Paris judge's



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de l'exécution	<p>authorization was invalid in light of the 2nd Circuit's Aug. 31, 2015 decision that BCRA is not an alter ego of Argentina.</p> <ul style="list-style-type: none"> • On Dec. 9, 2015, the Paris judge suspended our complaint until the status of the 2010 Order is judged. • Hearing before Paris judge on the 2010 Order: June 15, 2016.
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3. Ghana

<u>Case Name and No.</u>	<u>Description</u>
<i>NML Capital Ltd. v. Republic of Argentina</i> , Superior Court of Judicature In The High Court of Justice (Commercial Division), Suit No. RPC/343/12, Accra A.D. 2012	Action related to seizure of military ship, appeal of \$15,000,000 in costs awarded to NML on July 23, 2013; appeal abandoned by Argentina

4. Seychelles

<u>Case Name and No.</u>	<u>Description</u>
<i>NML Capital Limited v. Aldyne Ltd., Gairns Ltd., and Plascot Ltd.</i> , Supreme Court of Seychelles, Civil Side: M.A 36012014	Application for a Norwich Pharmacal Order
<i>NML Capital Limited v. Mossack Fonseca and Company (Seychelles) Ltd.</i> , Supreme Court of Seychelles, C/S No. 109 of 2014, MA No. 209 of 2015	Application for a Norwich Pharmacal Order

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