

AMENDATORY AGREEMENT

AMENDATORY AGREEMENT entered into between the CO-OPERATIVE REPUBLIC OF GUYANA (hereinafter the "Borrower") and the INTER-AMERICAN DEVELOPMENT BANK (hereinafter the "Bank", and together with the Borrower, the "Parties").

ARTICLE ONE

The Parties agree that the Ministry of Local Government and Regional Development assumes and agrees to perform all the remaining execution obligations under the Agreement. The Parties furthermore agree that any reference in the Agreement to the "Georgetown Municipality" (GM) or its "Municipal Solid Waste Management Department" (MSWMD) shall be understood as a reference to the "Ministry of Local Government and Regional Development".

ARTICLE TWO

The Parties agree to amend the Loan Contract No. 1730/SF-GY for the Georgetown solid Waste Management Program ("the Project"), entered into between the Borrower and the Bank on February 22nd, 2007, in the manner and to the extent set forth below.

Special Conditions

1. Introduction of the Special Conditions shall be amended to read as follows:

"3. **Executing Agency.** The parties agree that the execution of the Project and the utilization of the resources of the financing from the Bank shall be carried out by the Ministry of Local Government and Regional Development, which shall be supported by a Project Execution Unit (PEU) structured as defined in the Annex to this Contract. For the purposes of this Contract, the Ministry of Local Government and Regional Development shall be referred to as the "Executing Agency."

2. Seventh Clause of the Special Conditions shall be amended to read as follows:

SECTION 6.04. Communications. Any notice, request, or communication from one party to another by virtue of this Contract shall be made in writing and shall be considered to have been made when the relevant document is delivered to the addressee at the respective address given below, unless the parties agree otherwise in writing:

For the Borrower:

Mailing address:

Ministry of Finance
Main & Urquhart Streets, Kingston
Georgetown

For matters related to execution of the Project

Mailing address:

Ministry of Local Government and Regional Development
Fort Street, Kingston,
Georgetown, Guyana
Facsimile: (592) 226-5070

For the Bank:

Mailing address:

Inter-American Development Bank
1300 New York Avenue, N.W.
Washington, D.C. 20577
U.S.A.
Facsimile: (202) 623-3096

ARTICLE THREE

The Parties hereby ratify that all other provisions of the Loan Contract No. 1730/SF-GY shall remain in full force and effect.

ARTICLE FOUR

The Parties hereby agree that any reference in the Annex to the "Georgetown Municipality" (GM) or its "Municipal Solid Waste Management Department" (MSWMD) in regards to the execution of the program shall be understood as a reference to the "Ministry of Local Government and Regional Development".

ARTICLE FIVE

The Parties agree to amend the accessory Guarantee and Counter-Guarantee Contract No. 1731/SF-GY, entered into between the Borrower and the Bank on February 22nd, 2007, in the manner and to the extent that any reference to the "Georgetown Municipality" (GM) or its "Municipal Solid Waste Management Department" (MSWMD) shall be understood as a reference to the "Ministry of Local Government and Regional Development".

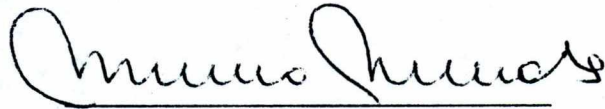
This Amendatory Agreement shall be signed in three (3) originals of equal tenor by duly authorized representatives of the Borrower and the Bank, and will enter into force on the date of its signature by all the Parties.

CO-OPERATIVE REPUBLIC OF
GUYANA

INTER-AMERICAN
DEVELOPMENT BANK



Ashni Singh
Minister of Finance



Marco Carlo Nicola
Representative in Guyana

Date: 20/11/09

Date: Nov 20, 2009

Place: Georgetown

Place: Georgetown