

THIS AGREEMENT made as of 7th day of November 2006 Between **Government of the Cooperative Republic of Guyana** represented herein by **Ms. Jennifer Webster, Minister in the Ministry of Finance of the Cooperative Republic of Guyana** (hereinafter referred to as "**the Borrower**") which expression shall, unless the context or subject otherwise requires, include its successors and permitted assigns) of the **One Part** and **EXPORT-IMPORT BANK OF INDIA**, a corporation established under the Export-Import Bank of India Act, 1981 (an enactment by the Parliament of India) and having its Head Office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai-400 005, India (hereinafter referred to as "**Exim Bank**", which expression shall, unless the context or subject otherwise requires, include its successors and assigns) of the **Other Part**

WHEREAS:

- (i) it has been agreed between the parties hereto for the provision by Exim Bank of a Credit to the Borrower upto an aggregate sum of \$ 2,100,000.00 (Dollars Two million one hundred thousand) for funding of traffic signaling system project to be executed by M/s. CMS, an Indian company (hereinafter referred to as "the Project") in Georgetown, Guyana, by financing purchase of Eligible Goods by Buyers in the Borrower's Country, out of which, not less than 85% of the Credit shall be utilized for financing purchase of Eligible Indian Goods;
- (ii) the parties hereto are desirous of recording the terms and conditions of the Credit.

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NOW THEREFORE IT IS HEREBY AGREED by and between Exim Bank and the Borrower as follows:-

1. Definitions:

In this Agreement and in the Schedules hereto, unless the context shall otherwise require, the following expressions shall have the meanings respectively assigned to them as under :-

“Advance” means each disbursement of a portion of the Credit in accordance with Clause 4 hereof, or as the context may require, the principal amount thereof outstanding;

“Beneficiary” means the Seller or any person to whom the Seller may transfer the letter(s) of credit referred to in Clause 3.1(c) hereof;

“Borrower’s Country” means the Republic of Guyana;

“Business Day” means any day on which Exim Bank and banks (as applicable) shall remain open for business in Mumbai, Georgetown, New York and London for the purpose contemplated by the Agreement;

“Buyer” means a buyer in the Borrower’s Country in relation to an Eligible Contract;

“Credit” means the whole or any part of the Credit referred to in Clause 2 hereof, and where the context so requires, the principal amount thereof outstanding from time to time;

“Dollars” and the sign **“\$”** mean the lawful currency of the United States of America;

“Effective Date of the Agreement” means the date on which this Agreement shall become effective in terms of Clause 9.1 hereof;

“Eligible Contract” means a contract as is considered eligible under Clause 3 hereof to be financed out of the Credit;

“Eligible Goods” means Eligible Indian Goods and Other Eligible Goods;

“Eligible Indian Goods” in respect of an Eligible Contract means equipment, goods and services from India whose purchase may be agreed to be financed by Exim Bank under this Agreement to the extent of at least 85% of the amount of the Credit;

“Eligible Value” means, in respect of an Eligible Contract, an amount upto 100% (one hundred per cent) of the CIF (cost, insurance, freight) contract price of the Eligible

Contract, that may be made available by Exim Bank to the Borrower out of the Credit in respect of that contract;

“Events of Default” means any of the events mentioned in Section K.1 of the General Conditions or any event which with the giving of notice and/or lapse of time and/or fulfilment of any other requirement, may become one of the events mentioned in that Section;

“CIF” means the seaway shipment term as defined in Incoterms 2000;

“General Conditions” means the terms, conditions, covenants, stipulations and other provisions set out in **SCHEDULE** hereto which form an integral part of this Agreement and be deemed to be incorporated herein by reference;

“Interest Payment Date” means the last day of an Interest Period;

“Interest Period” means, in relation to an Advance, the period ascertained in accordance with Section C of the General Conditions;

“Interest Rate” means one point seventy five per cent (1.75%) per annum at which interest shall be chargeable by Exim Bank on the Advance, or as the case may be, on the outstanding amount of each Tranche of the Credit;

“Issuing Bank” means a bank in the Borrower’s Country which shall in that capacity be issuing letters of credit referred to in Clauses 3.1 (c) hereof;

“Negotiating Bank” means a bank in India designated by Exim Bank for the purpose, to which documents in respect of the Eligible Indian Goods shall be presented by the Seller for negotiation under letter(s) of credit and through which payment shall be made to a Beneficiary in relation to an Eligible Contract;

“Other Eligible Goods” in respect of an Eligible Contract means equipment, goods and services of non-Indian origin whose purchase may be agreed to be financed by Exim Bank under this Agreement upto a maximum extent of 15% of the amount of the Credit;

“Payment Authorisation” means the authorization to be issued to Exim Bank by the Presenting Bank on behalf of the Borrower in the format at Annexure II, whenever a letter of credit may not be opened, irrevocably authorising Exim Bank to make payment of the sum therein mentioned to the Remitting Bank for account of the Seller;

“Presenting Bank” means a bank in the Borrower’s Country which shall in that capacity receive original commercial documents from the Remitting Bank for being forwarded on collection basis to the Buyer against its acknowledgement;

“Remitting Bank” means any bank to which commercial documents shall be submitted by the relevant Seller for forwarding the documents to the Presenting Bank on collection basis for being delivered to the Buyer;

“Repayment Date” means, with respect to each Tranche, the due date of payment of each instalment of a Tranche;

“Rupee” means the lawful currency of the Republic of India;

“Seller” means a seller in relation to an Eligible Contract;

“Shipment” means any mode of despatch, whether by sea or otherwise, agreed between the Seller and the Buyer;

“Terminal Disbursement Date” means the date falling on expiration of a period of thirty (30) months from the Effective Date of the Agreement;

“Tranche” in relation to the Credit, means each portion thereof representing the aggregate amount of Advances made by Exim Bank to the Borrower hereunder upto the Terminal Disbursement Date during each Interest Period, all of which Advances having the same repayment period shall be consolidated on the last day of each such Interest Period.

2. **Amount of the Credit:**

Exim Bank agrees to extend to the Borrower and the Borrower agrees to avail from Exim Bank a Credit upto the maximum extent of \$ 2,100,000.00 (Dollars Two million one hundred thousand) for funding of traffic signaling system project to be executed by M/s. CMS, an Indian company, in Georgetown, Guyana, of Eligible Goods by Buyers in the Borrower's Country, provided that not less than eighty-five per cent (85%) of the Credit shall be utilized for financing the Eligible Value of Eligible Indian Goods.

3. **Eligibility of contract to be financed out of the Credit:**

3.1 A contract shall not be eligible to be financed out of the Credit unless:-

- (a) it is for the import of any of the Eligible Goods into the Borrower's Country;
- (b) the contract price is specified in Dollars and is not less than \$ 50,000/- (Dollars fifty thousand only) or such amount as may from time to time be agreed upon between the Borrower and Exim Bank;

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- (c) the contract in respect of the Eligible Indian Goods requires the Buyer to make payment to the Seller of 100% (one hundred per cent) of FOB contract price, pro-rata against shipments, to be covered under an irrevocable letter of credit in favour of the Seller;
- (d) the contract in respect of the Other Eligible Goods requires the Seller to forward commercial documents relating to shipments through the Remitting Bank to the Presenting Bank for being delivered to the Buyer against its acknowledgement and to claim payment of the Eligible Value apportionable to the relevant shipment from Exim Bank through the Remitting Bank pursuant to the Payment Authorization to be issued on behalf of the Borrower by the Presenting Bank to Exim Bank within five (5) days from the date of receipt of the documents by the Presenting Bank;
- (e) the contract contains a provision that the Eligible Goods shall be inspected before shipment on behalf of the Buyer and the documents to be furnished by the Seller to the Buyer shall include an inspection certificate;
- (f) the contract also contains a provision to the effect that Exim Bank shall not be liable to the Buyer or the Seller for not being able to finance purchase of any of the Eligible Goods or any part or portion thereof by reason of suspension or cancellation of any undrawn amount of the Credit in terms of this Agreement;
- (g) the Borrower has sent to Exim Bank for its approval brief details of the contract in the format at **Annexure I** and such other documents and information as Exim Bank may require in this behalf, and Exim Bank has, in writing, approved of the contract as being eligible indicating the Eligible Value thereof.

3.2 Details of any amendment to an Eligible Contract agreed to by the parties thereto shall also be furnished by the Borrower to Exim Bank alongwith evidence of approval of the amendment by the Borrower. Provided, however, that Exim Bank's approval hereunder may not be necessary if such amendment is only a variation of technical specifications of the Eligible Goods to be supplied under the contract that does not involve a material change in the scope or object of the contract. The Borrower shall, nevertheless, advise Exim Bank of any such amendment.

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4. Disbursements out of the Credit:

4.A Letters of Credit Arrangement for Eligible Indian Goods:

- 4.A.1 All letters of credit in pursuance of Clause 3.1 (c) hereof shall be opened by the Issuing Bank in favour of the respective Seller within a period of twenty-four (24) months from the Effective Date of the Agreement or such extended period upto the Terminal Disbursement Date as may be agreed by Exim Bank after the relative contract is approved by Exim Bank. The letters of credit shall be advised and negotiated through such offices of the Negotiating Bank in India as may be designated by Exim Bank in consultation with the Borrower from time to time. The letters of credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1994 Edition) published by the International Chamber of Commerce, (Publication No.500), and shall be irrevocable and, if required by a Seller, be also transferable. Each letter of credit which shall be for an amount that shall cover the contract price and freight/insurance as applicable, shall provide for payment to be made to the Beneficiary against presentation of documents as specified in the letter of credit and also an inspection certificate, and shall call for a set of extra copies of invoice(s), document(s) evidencing shipment(s) and inspection certificate(s) for being forwarded by the Negotiating Bank to Exim Bank.
- 4.A.2 Upon presentation of documents by the Beneficiary to the Negotiating Bank, the Negotiating Bank shall pay to the Beneficiary, an amount being not more than one hundred (100) per cent of CIF contract value, apportionable to the relative shipment, in equivalent Rupees at the spot rate of exchange of the Negotiating Bank, by credit to the account of the Beneficiary with such bank as may be specified by it, provided the documents presented are in order and are in conformity with the relevant letter of credit. The payment shall be made by the Negotiating Bank as aforesaid in such manner that receipt thereof by the Beneficiary can be produced by the Negotiating Bank to Exim Bank, if so required.
- 4.A.3 The relevant letter(s) of credit shall, as regards payment made by the Negotiating Bank to the Beneficiary of one hundred per cent (100%) of the CIF contract value, provide instructions to the Negotiating Bank to claim reimbursement thereof from Exim Bank. The Negotiating Bank shall advise Exim Bank directly of the broad particulars of negotiation under the letter(s) of credit and details of its account with a bank in New York, U.S.A., to which such reimbursement shall be credited by Exim Bank. Such advice shall be issued by the Negotiating Bank as

soon as practicable and shall state whether the negotiation was made with or without any reserve and the reasons for any reserve if it be the case. The advice shall be supported by one copy each of the relative invoice(s) and the document(s) evidencing the relative shipment(s), and the relative inspection certificate(s), in terms of letter(s) of credit.

- 4.A.4 Where negotiation has been effected without reserve, Exim Bank shall, upon receipt of the Negotiating Bank's advice referred to above, reimburse the Negotiating Bank in Dollars with the amount of the Eligible Value to the extent apportionable to the relative shipment, by transfer to the credit of the Negotiating Bank in such account with such bank in New York, USA, as may be specified by the Negotiating Bank in the said advice to Exim Bank. If negotiation has been made under reserve, Exim Bank shall make payment to the Negotiating Bank only after Exim Bank receives an advice from the Negotiating Bank that the Issuing Bank has lifted the reserve and has accepted the documents, or an advice from the Issuing Bank through the Borrower or the Negotiating Bank to that effect.
- 4.A.5 The amount of reimbursement that shall have been made by Exim Bank to the Negotiating Bank upto the Eligible Value apportionable to the relative shipment as aforesaid shall be deemed to be an Advance made by Exim Bank to the Borrower out of the Credit and the date on which Exim Bank pays or remits the amount from Mumbai to the Negotiating Bank shall be deemed to be the date of such Advance. Exim Bank shall thereafter, advise the Borrower of the date and amount of Advance. The records of Exim Bank as to the particulars of disbursements and accounts shall be final and binding on the Borrower save for manifest error.
- 4.A.6 Bank charges, expenses, commission or stamp duty payable in the Seller's country shall be to the account of the relevant Seller and those payable in the Borrower's Country shall be to the account of the relevant Buyer.
- 4.A.7 Exim Bank shall in no way be liable or responsible for any act or omission of the Negotiating Bank in handling the letter(s) of credit or negotiation of documents thereunder.
- 4.A.8 Notwithstanding anything contained hereinabove, Exim Bank shall not be obliged to make any payment to the Negotiating Bank after the Terminal Disbursement Date or otherwise in excess of the aggregate amount of the Credit facility. The Borrower shall therefore, ensure that contracts to be financed out of the Credit shall be concluded in such a manner that letter(s) of credit in respect of the Eligible Contracts shall be opened within the period specified in Clause 4.A.1 and disbursements in respect thereof can be made on or before the Terminal

Disbursement Date and that the aggregate Eligible Value of the Eligible Contracts does not exceed the limit of the Credit.

4.B **Disbursements against Payment Authorisation for Other Eligible Goods:**

- 4.B.1 Upon presentation of commercial documents by the Seller to the Remitting Bank, the Remitting Bank shall forward the original set of documents to the Presenting Bank on collection basis for being delivered to the relevant Buyer in accordance with ICC Rules for Collection 1995 Revision (Publication No.522), as amended from time to time, and a set of copies of the documents shall be sent by the Remitting Bank to Exim Bank.
- 4.B.2 The Presenting Bank shall hand over the documents to the Buyer against its acknowledgement forthwith upon receipt of the documents from the Remitting Bank, and immediately thereupon issue its Payment Authorisation on behalf of the Borrower to Exim Bank by authenticated SWIFT message for the amount of the Eligible Value apportionable to the relevant shipment.
- 4.B.3 Exim Bank shall, on receipt of the Payment Authorisation from the Presenting Bank, remit the amount of the Eligible Value apportionable to the relative shipment to the designated account of the Remitting Bank for account of the Seller. Provided however, that if Exim Bank shall not receive any Payment Authorisation from the Presenting Bank by the end of the period referred to in clause 4.B.5, it shall be construed that the Buyer has accepted the documents and accordingly, Exim Bank shall have the implied authority of the Borrower to remit the relevant amount of the Eligible Value to the Remitting Bank for account of the Seller without reference to the Borrower.
- 4.B.4 The amount remitted by Exim Bank to the Remitting Bank for account of the Seller pursuant to the Payment Authorisation as aforesaid shall be deemed to be an Advance made by Exim Bank to the Borrower out of the Credit, and the date on which Exim Bank shall pay or remit the said amount from Mumbai to the Remitting Bank shall be deemed to be the date of such Advance. Exim Bank shall thereafter, advise the Borrower of the date and the amount of Advance. The records of Exim Bank as to the particulars of disbursements and account shall be final and binding on the Borrower save for manifest error.
- 4.B.5 If the Buyer shall not accept the commercial documents from the Presenting Bank for valid and sufficient reasons to be recorded by it in writing, then in such event, the Presenting Bank shall within five (5) days of receipt of the documents from the Remitting Bank, send back the documents to the Remitting Bank for being returned to the Seller with reasons as may be given by the Buyer, and immediately advise

Exim Bank by authenticated SWIFT message of such non-acceptance of documents by the Buyer.

- 4.B.6 Bank charges, expenses, commission or stamp duty payable in the Seller's country shall be to the account of the relevant Seller and those payable in the Borrower's Country shall be to the account of the relevant Buyer.
- 4.B.7 Exim Bank shall in no way be liable or responsible for any act or omission of the Remitting Bank or the Presenting Bank in handling the commercial documents.
- 4.B.8 Notwithstanding anything contained hereinabove, Exim Bank shall not be obliged to make any payment to the Remitting Bank after the Terminal Disbursement Date or otherwise in excess of the aggregate amount of the Credit facility. The Borrower shall therefore, ensure that contracts to be financed out of the Credit shall be concluded in such a manner that disbursements in respect thereof can be made on or before the Terminal Disbursement Date and that the aggregate Eligible Value of the Eligible Contracts does not exceed the limit of the Credit.

5. Interest:

- 5.1 On each Interest Payment Date, the Borrower shall pay to Exim Bank interest accrued on the principal amount of each Advance or, as the case may be, on the Tranche, outstanding during the Interest Period relating thereto, at the Interest Rate.
- 5.2 Interest shall accrue from the date of each Advance and shall be calculated on the basis of the actual number of days elapsed (including the first day of the period during which it accrues) using 360 days a year factor.
- 5.3 Interest on other monies which may not be paid when due under the provisions of this Agreement shall also be payable on the relevant Interest Payment Date in the manner specified for payment of interest.
- 5.4 All interest on the outstanding amount of an Advance or the Tranche, as the case may be, and on all other monies accruing due under the Credit Agreement shall, if not paid on the respective due dates, carry further interest at the same rate as specified above, computed from the respective due dates and shall become payable upon the footing of compound interest with rests taken or made half-yearly, without prejudice to the provisions of Clause 8 below.

6. Repayment:

The Borrower hereby agrees and covenants to repay to Exim Bank the principal amount

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drawn and outstanding in 30 semi-annual installments from 14th January 2012, in accordance with the amortization schedule in **Annexure III**.

7. **Charges:**

7.1 **Commitment Fee:**

The Borrower shall pay to Exim Bank a commitment fee at the rate of 0.50% (fifty basis points) per annum on the amount of Credit remaining undrawn in respect of each Eligible Contract. The commitment fee shall begin to accrue from expiration of two months from the date of approval of the relevant contract by Exim Bank and shall cease on the date of final disbursement of the Eligible Value of the Eligible Contract or on the Terminal Disbursement Date, whichever is earlier. The commitment fee shall be payable on each Interest Payment Date alongwith half-yearly interest as specified in clause 5 hereof. Provided however that commitment fee on the amount of Eligible Value of each Eligible Contract that may have remained undrawn on the Terminal Disbursement Date shall be payable within ten Business Days from the Terminal Disbursement Date.

7.2 **Management Fee:**

The Borrower shall pay to Exim Bank a one-time management fee at the rate of 0.50% (fifty basis points) on the amount of the Eligible Value of each Eligible Contract on the Interest Payment Date immediately following the date of approval of the relative Eligible Contract by Exim Bank.

7.3 **Fees to be non-refundable**

No portion of commitment fee or management fee shall be refundable by Exim Bank to the Borrower even if disbursement of the whole or any part of the Eligible Value of an Eligible Contract may not materialise for any reason whatsoever.

8. **Default Interest**

8.1 If there shall be a default by the Borrower in the payment of any sum when due under this Agreement, the Borrower shall pay to Exim Bank additional interest by way of liquidated damages on the defaulted amount(s) from the due date to the date of actual payment (as well after as before judgement) at the rate of 2% p.a. (two per cent per annum) over and above the Interest Rate.

8.2 Interest at the rate determined from time to time as aforesaid shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed and 360 days a year factor.

9. **Conditions Precedent:**

- 9.1 This Agreement shall become effective upon Exim Bank confirming to the Borrower in writing that it has received the following documents/documentary evidence from the Borrower in form and substance satisfactory to it :-
- (a) an opinion of the Borrower's legal counsel in the form and substance acceptable to Exim Bank with respect to governmental authorisations and approvals alongwith certified true copies thereof where available, that may be required for execution of this Agreement and all documents pursuant thereto, the execution, validity and enforceability of this Agreement and other documents in implementation thereof and such other matters pertaining to the transactions contemplated by this Agreement as Exim Bank may reasonably request;
 - (b) authenticated specimen signatures of the persons who are authorised to sign this Agreement and all documents thereunder and to represent the Borrower in connection with implementation of this Agreement; such specimen signatures shall be binding on the Borrower until Exim Bank receives notice of express revocation from the Borrower.
- 9.2 The Borrower hereby agrees to furnish the documents/documentary evidence mentioned in Clause 9.1 within 60 days from the date of this Agreement or within such extended period as may be agreed by Exim Bank.
- 9.3 Exim Bank shall approve a contract as eligible for being financed under this Agreement only after the Agreement has become effective, and Exim Bank shall disburse moneys for account of the Borrower subject to the following:-
- (a) fee, interest and costs, charges and expenses payable by the Borrower under this Agreement shall have been paid to Exim Bank when due;
 - (b) Exim Bank shall have received from the Negotiating Bank a claim for reimbursement in terms of Clause 4.A.3, or as the case may be, Payment Authorisation from the Presenting Bank in terms of Clause 4.B.3, prior to the Terminal Disbursement Date;
 - (c) all representations and warranties made by the Borrower in the General Conditions of this Agreement shall have remained true and correct on the date of each Advance under the Credit as if all of them as may be relevant shall have been repeated with respect to the facts and circumstances

existing on the date thereof;

(d) no Event of Default shall have happened and be continuing.

10. **General Conditions to form part of Credit Agreement :**

This Agreement shall be read with the General Conditions contained in **SCHEDULE** hereto which shall form an integral part of this Agreement and be deemed incorporated herein by reference and the parties hereto agree to accept and be bound by the provisions thereof.

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Handwritten signature

THE SCHEDULE ABOVE REFERRED TO

General Conditions

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SCHEDULE

GENERAL CONDITIONS

A. Definitions & Interpretations:

Except as expressly specified herein, all expressions used in the General Conditions and defined in the Credit Agreement of which the General Conditions form a part, shall have the same meanings as given to them in the Credit Agreement. In the event of any inconsistency between any provision of the Credit Agreement and the General Conditions, the relative provision of the Credit Agreement shall prevail.

B. Borrower's liability:

The liability of the Borrower to make any payment hereunder shall in no way be conditional upon due performance by the Seller in terms of an Eligible Contract and shall not be affected by reason of any dispute between a Buyer and a Seller or any right which a Buyer may have or claim to have against a Seller nor shall the Borrower be entitled to raise any defence or objection emanating from its business or contractual relations with a Buyer, for making any payment to Exim Bank under the Credit Agreement.

C. Interest Period:

- (1) The period for which an Advance or a Tranche, as the case may be, is outstanding shall be divided into successive periods (each an "Interest Period"), having duration of six months each or as otherwise mentioned.
- (2) The first Interest Period in relation to each Advance shall commence on the date on which an Advance is made and shall end on the last day of the then current Interest Period relating to the first Advance.
- (3) Each Interest Period (other than the first Interest Period in relation to each Advance) shall commence on the day immediately following an Interest Period.
- (4) If any Interest Period commences on the last Business Day of a calendar month or on a day for which there is no numerically corresponding day in the month of its expiry, that Interest Period shall, subject to sub-Sections (2) and (5) end on the last Business Day of such calendar month.

- (5) Any Interest Period that would otherwise end during the month preceding or extend beyond the final Repayment Date of the relevant Tranche shall be of such duration that it shall end on that date subject to adjustment in accordance with Section E.4.
- (6) All Advance(s) made during an Interest Period and having the same repayment schedule, shall be consolidated into their respective Tranche upon expiry of such Interest Period.

D. Taxes:

- D.1 All sums payable by the Borrower under the Credit Agreement shall be paid in full without set-off or counter-claim or any restriction or condition and free and clear of any deduction for or on account of any present or future taxes or other deductions or withholdings of any nature whatsoever, now or hereafter imposed by the government of the Borrower's Country ("the Taxes"). If (i) the Borrower shall be required by law to make any deduction or withholding from any sum payable by it hereunder; or (ii) Exim Bank shall be required by law to make any payment on account of tax (other than tax on its overall net income) on or in relation to any amount received or receivable by it hereunder, or otherwise payable by Exim Bank to its lender(s) from whom Exim Bank may have sourced funds to make available the Credit, then the sum payable by the Borrower in respect of which such deduction, withholding or payment may be required to be made, shall be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Exim Bank shall receive and retain (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.
- D.2 The Borrower shall deliver to Exim Bank within thirty days after it shall have made any payment from which it shall have been required by law to make any deduction or withholding, a receipt issued by the relevant taxing or other authorities evidencing the deduction or withholding of amounts required to be deducted or withheld from such payment.
- D.3 The Borrower shall hold Exim Bank harmless from and against any liability with respect to any tax on or in relation to any amount payable by the Borrower under the Credit Agreement (whether or not properly or legally asserted).
- D.4 If at any time the Borrower shall become aware that any such deduction, withholding or payment contemplated by sub-Section (1) above may need to be made, it shall immediately notify Exim Bank and provide all available details thereof.

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E. Currency of Account and Place of Payment:

- E.1 Dollar is the currency of account and payment for each and every sum at any time due by the Borrower under the Credit Agreement and accordingly, each sum shall be payable by the Borrower to Exim Bank in Dollars.
- E.2 (i) If any sum due from the Borrower under this Agreement or under any arbitral award or judgement on an award given or made in relation hereto, may need to be converted from the currency ("the First Currency") in which the same shall be payable hereunder or under such award or judgement into another currency ("the Second Currency") for the purpose of (i) making or filing a claim or proof against the Borrower; (ii) obtaining an arbitral award or judgement on an award in any court or tribunal; or (iii) enforcing any such award or judgement given or made in relation hereto, then such conversion shall be made at the rate of exchange quoted to Exim Bank by a commercial bank for freely transferable Dollars, at the close of business on the day before the day on which the claim or proof is filed or award or judgement is rendered, and the Borrower shall indemnify Exim Bank and hold it safe and harmless from and against any loss suffered by it as a result of any fluctuation between (a) the rate of exchange used for such purpose to convert the sum in question from the First Currency into the Second Currency and (b) the rate of exchange at which Exim Bank may in the ordinary course of business purchase the First Currency with the Second Currency upon receipt of a sum paid to it in satisfaction in whole or in part, of any such claim or proof or award or judgement.
- (ii) For the purpose of sub-Section E.2(i) and without prejudice to the indemnity therein contained, the Borrower further agrees, to the full extent permitted by law, that any award or judgement on an award made in the Second Currency shall be for such sum as would, at the rate or rates of exchange at which Exim Bank may in the ordinary course of business purchase the First Currency with the Second Currency as at the date of payment, enable Exim Bank to receive the sum due to it in the First Currency.
- E.3 All payments to be made hereunder by the Borrower to Exim Bank shall be made by means of transfer/credit to the account(s) of Exim Bank with designated bank/s in India or abroad in Dollars. The payments shall be so made as to enable Exim Bank to receive or realise at par the amount of payment on or before the relative due date thereof. Unless otherwise advised by Exim Bank, the Borrower shall make payment to the credit of Exim Bank A/c. No. 36046887 with Citibank N.A., New

York, U.S.A., CHIPS UID 173871. The payment obligations of the Borrower shall be deemed fulfilled only when and to the extent payments have been transferred without any deduction to the designated account of Exim Bank and are at its free disposal.

- E.4 If the date on which any sum under the Credit Agreement is due and payable shall not be a Business Day at the place of payment or for Exim Bank, as applicable, then the due date for payment of any such sum shall be the next succeeding Business Day, unless such succeeding Business Day falls in another calendar month, in which event, the due date shall be the immediately preceding Business Day, and if necessary, interest and fee, if any, shall be recalculated accordingly.

F. Appropriation of Payments:

- F.1 Unless otherwise required by Exim Bank, any payment under this Credit Agreement when made to or received/recovered by Exim Bank, shall be appropriated in the following order and the Borrower waives any right it may have to direct appropriation in any other order:

- (a) costs and expenses;
- (b) fee;
- (c) additional interest by way of liquidated damages;
- (d) compound interest;
- (e) interest; and
- (f) instalment(s) of principal due under the Credit Agreement.

- F.2 Notwithstanding anything contained in sub-Section (1) hereinabove, Exim Bank may at its discretion, appropriate such payment towards satisfaction of dues, if any, payable by the Borrower in respect of any other loan/ facility availed of from Exim Bank.

G. Indemnity:

The Borrower shall indemnify and keep Exim Bank indemnified from and against all losses, liabilities, damages, costs, charges and expenses which it may certify to have been incurred as a consequence of occurrence of any Event of Default or any other breach by the Borrower of any of its obligations under the Credit Agreement or by reason of any payment or prepayment to or receipt or recovery by Exim Bank of any installment of a Tranche or any overdue sum otherwise than on a Repayment Date or an Interest Payment Date relating thereto (including any loss incurred by Exim Bank in liquidating or redeploying funds acquired to maintain a Tranche or arranged for the purpose of a proposed Advance and any interest or cost incurred in funding any unpaid sum).

H. Representations:

H.1 The Borrower represents that:-

- (i) the official(s) signing this Agreement has/have full power, capacity and authority to execute and deliver the Credit Agreement on behalf of the Borrower and that necessary action (statutory and any others) has been taken to authorise its borrowings hereunder and the execution, delivery and performance of the Credit Agreement and all documents in pursuance thereof;
- (ii) all acts, conditions and things required to be done, fulfilled and performed in order (a) to enable the Borrower lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it under the Credit Agreement and (b) to ensure that the obligations expressed to be assumed by it in the Credit Agreement are legal, valid and enforceable, have been done, fulfilled and performed in strict compliance with the laws of the Borrower's Country and there has been no default in fulfilment of the conditions of any of them;
- (iii) the obligations expressed to be assumed by the Borrower in the Credit Agreement constitute legal and valid obligations enforceable in accordance with their terms and are direct unconditional and general obligations of the Borrower, ranking at least pari passu with all its other unsecured obligations;
- (iv) it is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Agreement and the Payment Authorisations in the Borrower's Country that they or any other document be filed, notarised, registered, recorded or enrolled with any court or authority there or that any stamp, registration or similar tax be paid on or in relation to this Agreement;
- (v) the Borrower is subject to civil and commercial law and to legal proceedings with respect to its obligations under the Credit Agreement and all documents executed pursuant thereto and the borrowing of the Credit execution and delivery of the Credit Agreement and the performance by the Borrower thereunder constitute/will constitute private and commercial acts and not governmental or public acts. Neither the Borrower nor any of its property, assets or revenues is entitled to any right of immunity or privilege from service of process, attachment (whether prior to the entry of or in aid

of execution upon a judgement) or set-off, judgement, execution, or from any other legal process in the Borrower's Country on the grounds of sovereignty or otherwise, and the waiver contained in this Agreement of any right of such immunity and privilege by the Borrower is irrevocably binding on the Borrower;

- (vi) in any proceedings taken in the Borrower's Country for the enforcement of the Credit Agreement, the choice of the Indian law as the governing law of the Credit Agreement is a valid choice of law and any decree or judgment or an arbitral award in respect of the Credit Agreement will be recognised and enforced by the courts in the Borrower's Country;
- (vii) Exim Bank shall not be deemed to be domiciled or carrying on business in the Borrower's Country by reason only of the execution of the Credit Agreement.

H.2 The Borrower further represents that:-

- (i) neither the execution or performance of the Credit Agreement nor the exercise by the Borrower of any of its rights hereunder will:
 - (a) conflict with or result in any breach of or default under any law, authorisation, judgment, order, agreement, instrument or obligation applicable to, or which is binding upon or affects the Borrower or any of its present or future assets or revenues, or
 - (b) result in the creation of or oblige the Borrower to create, any encumbrance on the whole or any part of its present or future assets or revenues;
- (ii) the Borrower is not in breach of or in default under any law, authorisation, agreement, instrument or obligation applicable to, or which is binding upon or affects, the Borrower or any of its assets or revenues, being a breach or default which might have material adverse effect on the ability of the Borrower to duly observe and perform its obligations under the Credit Agreement;
 - (iii) no event has occurred which is or may become specified (with the giving of notice and/or the passing of time and/or any finding of materiality) as one of those events mentioned in Section K.1 and no other event has occurred which entitles, or which, with the giving of notice and/or the passing of time, would entitle any creditor of the Borrower to

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declare its indebtedness due and payable prior to its specified maturity or to cancel or terminate any credit facility or to decline to make advances thereunder.

I. Affirmative Covenants:

The Borrower agrees, covenants and undertakes to:-

- (i) utilise the Credit facility for financing purchase of Eligible Goods by Buyers in the Borrower's Country;
- (ii) promptly inform Exim Bank of the occurrence of any event which is or may become (with the giving of notice and/or the passing of time and/or any finding of materiality) one of those events mentioned in Section K.1 hereof;
- (iii) ensure that its obligations hereunder will at all times be direct, unconditional and general obligations ranking at least pari passu with all its other unsecured obligations;
- (iv) pay or cause to be paid all lawful claims of whatever nature, which, if unpaid, might become an encumbrance upon the assets, revenues, income or profits of the Borrower, unless the validity thereof is being contested in good faith;
- (v) appoint a process agent in Mumbai whenever called upon by Exim Bank and ensure that until payment is made by the Borrower of all moneys to Exim Bank under the Credit Agreement, such agency relationship shall not be terminated after its appointment unless another process agent acceptable to Exim Bank has been substituted, and to notify to Exim Bank about any change in the appointment of process agent(s) or in their addresses.

J. Inspection by Exim Bank:

The Borrower covenants and agrees that until all amounts due under the Credit Agreement have been paid in full, the Borrower will facilitate inspection being taken by the representatives of Exim Bank of the Buyer's facilities, activities, books and records and cause their officers and employees to give full co-operation and assistance in connection therewith, it being understood that Exim Bank will exercise the right of inspection in limited circumstances and the inspection will be confined to that portion of the Buyer's project which may have utilised Exim Bank's funds. Such inspection may be subject to prior written approval of the concerned Buyer.

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K. Events of Default:

K.1 For the purpose of this clause, there shall be an event of default if –

- (a) any amount payable by the Borrower to Exim Bank under the Credit Agreement is not paid when due;
- (b) the Borrower fails to perform or observe any of its other obligations under the Credit Agreement;
- (c) any information furnished or representation made by the Borrower to Exim Bank is found to be incorrect or incomplete in any material respect;
- (d) the Borrower defaults in payment of any other external indebtedness on its due date or any external debt of the Borrower becomes due and payable prior to its stated maturity or a moratorium or embargo is declared on the payment of any external debt of the Borrower or any of its agencies, or any political event occurs by reason of which the Borrower's Country is declared to be on inimical terms with India;
- (e) any restriction shall have been imposed in the Borrower's Country which limits or prevents the transfer of foreign exchange by the Borrower for the purpose of performing any of its payment obligations under the Credit Agreement;

K.2 If an Event of Default occurs and remains unremedied within thirty (30) days after Exim Bank has notified the Borrower of such default, then Exim Bank may, by a notice in writing to the Borrower declare that:

- (a) access by the Borrower to availment of the Credit facility hereunder shall stand suspended in which event the Credit facility to the extent not availed of by the Borrower shall remain suspended until the event which gave rise to such suspension shall have ceased to exist to the satisfaction of Exim Bank and Exim Bank shall have notified the Borrower that access to the Credit facility has been restored; or
- (b) any undrawn portion of the Credit shall stand cancelled whereupon the same shall stand cancelled; and
- (c) the unpaid principal amount of all Advance(s) or Tranche(s), if any, shall become immediately due and payable, whereupon the same shall become so payable by the Borrower to Exim Bank (anything to the contrary in the

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Credit Agreement notwithstanding) together with all interest accrued thereon and all other monies then owed by the Borrower to Exim Bank hereunder, without any further notice or demand of any kind whatsoever, all of which the Borrower hereby expressly waives in favour of Exim Bank.

- K.3 All expenses incurred by Exim Bank after an Event of Default shall have occurred in connection with preservation of the Borrower's assets and collection of amounts due under the Credit Agreement shall be forthwith payable by the Borrower, and until payment, shall carry interest at the applicable Interest Rate, besides additional interest by way of liquidated damages at the rate provided in the Credit Agreement.
- K.4 Notwithstanding any suspension, cancellation or acceleration pursuant to any of the events of default referred to above, all the provisions of the Credit Agreement shall continue in full force and effect during the period any amount payable by the Borrower to Exim Bank remains outstanding, and independent of the Borrower's obligations under the Credit Agreement, the Borrower also agrees to indemnify Exim Bank against the consequences (direct or indirect) of any action that may be taken by a Seller or Buyer against Exim Bank by reason of suspension of the Credit facility or cancellation of the undrawn portion of the Credit as aforesaid.

L. Evidence of Debt:

- (a) Exim Bank will maintain, in accordance with its usual practice, a loan account in the name of the Borrower evidencing the amount(s) from time to time lent by and owing to Exim Bank as also amount(s) received or recovered by it, and an interest receivable account showing therein the amount of interest and other moneys payable under the Credit Agreement as also amount(s) received or recovered by it in respect thereof.
- (b) In any legal proceedings arising out of or in connection with the Credit Agreement, entries made in the accounts maintained as aforesaid shall be prima facie evidence of the existence of the liability of the Borrower as therein recorded, save for manifest error.

M. Waiver:

No delay in exercising or omission to exercise any right, power or remedy accruing to Exim Bank upon any default under the Credit Agreement or any other agreement or document executed pursuant thereto, shall impair any such right, power or remedy or shall constitute a waiver thereof or of any obligation of the Borrower hereunder or thereunder or be construed as an acquiescence in such default, nor shall the action or inaction of Exim Bank in respect of any default or any acquiescence by it in any default, affect or impair any

right, power or remedy of Exim Bank in respect of any other default. The rights and remedies provided in the Credit Agreement are cumulative and not exclusive of any rights and remedies to which Exim Bank shall otherwise be entitled.

N. Assignment/Transfer:

Exim Bank shall be entitled at any time to transfer, assign, grant participation in or otherwise dispose of any of its rights and benefits under the Credit Agreement to any person within or outside India. The Borrower however, shall not assign or transfer any of its rights or obligations arising under the Credit Agreement.

O. Certification by Exim Bank:

Where pursuant to any provision of the Credit Agreement, Exim Bank may certify or determine a rate of interest or an amount to be payable by the Borrower or express an opinion on any matter, such certification, determination or opinion shall be conclusive and binding on the Borrower in the absence of manifest error.

P. Partial Invalidity:

If at any time any provision of the Credit Agreement shall become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, enforceability of the remaining provisions hereof nor legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

Q. Language of documents:

All documents required under the Credit Agreement shall be in English language.

R. Law:

The Credit Agreement shall be governed by and construed in accordance with the laws of India.

S. Arbitration:

S.1 Any dispute or difference between the parties hereto arising out of this Agreement shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris, France, by one or more arbitrators appointed in conformity with the said Rules and an award in pursuance thereof shall be binding on the parties. The party which seeks to submit

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the dispute to arbitration shall notify the other party in writing not less than four weeks in advance of the proposed date of submission of the dispute to arbitration. The place of arbitration shall be Mumbai, India and the language in arbitration proceedings shall be English.

- S.2 The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of Mumbai as the venue of arbitration arising out of or relating to the Credit Agreement and documents executed pursuant thereto. The Borrower also agrees that an arbitral award against it in any such arbitration proceedings shall be conclusive evidence of the fact and amount of its indebtedness and may be enforced and executed in the Borrower's Country on the strength of a duly certified true copy thereof under its applicable laws for enforcement of a foreign arbitral award.
- S.3 The Borrower hereby consents generally in respect of any arbitration proceedings arising out of or in connection with the Credit Agreement and all documents executed in pursuance thereof, to the giving of any relief or the issue of any process in connection with such proceedings including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any award or judgement on such award which may be made or given in such proceedings.
- S.4 To the extent that the Borrower may hereafter be entitled in any jurisdiction to claim for itself or its property, assets or revenues, immunity from service of process, attachment (whether prior to the entry of or in aid of execution of an award or upon judgement or otherwise), set-off, judgement or from any other legal process on the grounds of sovereignty or otherwise, and to the extent that in any such jurisdiction there may be attributed such immunity to itself or its property, assets or revenues, the Borrower hereby irrevocably agrees not to claim and waives such right to immunity with respect to its obligations under the Credit Agreement to the fullest extent permitted by the laws of such jurisdiction.

T. Notices:

Any notice given and any request or demand made in relation to the Credit Agreement shall be sufficiently given or made if sent by registered air letter, cable, authenticated SWIFT or fax. Such notice, request or demand shall be deemed to have been duly given or made when it is duly dispatched / transmitted to the party to which it is required to be given or made at such party's address specified below or at such other place as such party may designate in writing. When any notice, request or demand is given or made by telex or fax, the party concerned shall also send within a reasonable time a confirmatory copy of such telex or fax by airmail post.

BORROWER:

The Government of the Cooperative Republic of Guyana
Ministry of Finance
49 Main & Urquhart Streets
Georgetown
Guyana.
Attention : Dr Ashni Singh
Telephone No: 592-227-1114
Fax No. (592) 22 61284
Email: asingh@finance.gov.gy

EXIM BANK:

Export-Import Bank of India
Centre One Building, Floor 21
World Trade Centre Complex
Cuffe Parade
Mumbai-400 005
India

Attention: LOC Group
Telephone No: (91-22) 22162073 / 22185272
Fax No: (91-22) 22182460
SWIFT : EIBIINBB

IN WITNESS WHEREOF this Agreement has been signed in duplicate on behalf of the parties hereto by persons duly authorised in this behalf respectively on the date and place mentioned hereinbelow.

SIGNED AND DELIVERED on behalf of **THE**)
GOVERNMENT OF THE COOPERATIVE)
REPUBLIC OF GUYANA by the hand of)
its duly authorized official, Ms. Jennifer Webster,)
Minister in the Ministry of Finance at Georgetown)
on the 7th day of November 2006)

J. Webster

SIGNED AND DELIVERED by **EXPORT-**)
IMPORT BANK OF INDIA at Georgetown)
by the hand of Mr. Tarun Sharma,)
its Resident Representative at Washington on the)
7th day of November 2006.)

Tarun Sharma

CONTRACT APPROVAL

DETAILS OF THE EXPORT CONTRACT TO BE FINANCED UNDER
CREDIT AGREEMENT DATED _____ BETWEEN
_____ (NAME OF BORROWER) _____ AND EXIM BANK

1. No. and Date of Contract :
2. Name & Address of Importer :
3. Name and Address of Exporter :
4. Currency of Contract : US \$
5. Value of Contract : CIF
(i) CIF :
6. Down Payment (___%) :
7. Description of Goods :
8. Category of goods as per Credit Agreement:
9. Delivery Period :
10. Pre-shipment Inspection Requirement. :
11. Credit Period Required :

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Annexure II

Format of Payment Authorisation

Export-Import Bank of India
Centre One Building, Floor 21
World Trade Centre Complex
Cuffe Parade
Mumbai 400 005

Dear Sirs,

Re: Dollar Credit Line of US\$ _____ mn. under the Dollar Credit
Line Agreement dated _____ made between Government of Guyana
("Borrower") and Export-Import Bank of India ("Exim Bank") -
Contract for _____ valued at US\$ _____ between _____
India, (Seller) and _____ Guyana, (Buyer)

We wish to inform you that against proper acknowledgement of the Buyer, we have on _____ forwarded to the Buyer the original commercial documents received by us on _____ from the Remitting Bank on behalf of the Seller relating to the shipment made by the Seller under the above Contract.

Pursuant to instructions of the Borrower, we hereby irrevocably authorise Exim Bank to make payment of an amount of US\$. _____ to the Seller through the Remitting Bank, being the Eligible Value apportionable to the said shipment. We understand that the amount that shall be so paid by Exim Bank to the Seller shall be deemed to be an Advance made by Exim Bank to the Borrower under the Credit Agreement, and the date on which Exim Bank shall pay/remit the amount from Mumbai to the designated account of the Remitting Bank for account of the Seller shall be deemed to be the date of such Advance.

Accordingly, we request Exim Bank to advise the Borrower of the date and the amount of the Advance by authenticated SWIFT message soon after payment is made by Exim Bank as aforesaid.

Expressions used herein have the same meanings as given to them in the Credit Agreement.

Yours faithfully,

Annexure III**AMORTISATION SCHEDULE**

Principal Instalment No.	Due Date	As percentage of total amount disbursed
1.	14 th January 2012	3.33%
2.	14 th July 2012	3.33%
3.	14 th January 2013	3.33%
4.	14 th July 2013	3.33%
5.	14 th January 2014	3.33%
6.	14 th July 2014	3.33%
7.	14 th January 2015	3.33%
8.	14 th July 2015	3.33%
9.	14 th January 2016	3.33%
10.	14 th July 2016	3.33%
11.	14 th January 2017	3.33%
12.	14 th July 2017	3.33%
13.	14 th January 2018	3.33%
14.	14 th July 2018	3.33%
15.	14 th January 2019	3.33%
16.	14 th July 2019	3.33%
17.	14 th January 2020	3.33%
18.	14 th July 2020	3.33%
19.	14 th January 2021	3.33%
20.	14 th July 2021	3.33%
21.	14 th January 2022	3.33%
22.	14 th July 2022	3.33%
23.	14 th January 2023	3.33%
24.	14 th July 2023	3.33%
25.	14 th January 2024	3.33%
26.	14 th July 2024	3.33%
27.	14 th January 2025	3.33%
28.	14 th July 2025	3.33%
29.	14 th January 2026	3.33%
30.	14 th July 2026	3.43%