

Georgetown, November 10, 2006

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"With reference to the Notes exchanged between the Government of Japan and the Government of the Co-operative Republic of Guyana on January 25, 1991 concerning debt relief measures (hereinafter referred to as "the Previous Notes"), to the statement issued at Okinawa on July 21, 2000 by the heads of State and Government of Japan, Canada, French Republic, Federal Republic of Germany, Republic of Italy, United Kingdom of Great Britain and Northern Ireland and the United States of America regarding one hundred per cent cancellation of eligible commercial debts of the Heavily Indebted Poor Countries, to the approval given by the International Monetary Fund and the International Development Association respectively on December 17 and 18, 2003 that the Co-operative Republic of Guyana has met necessary conditions to receive comprehensive debt relief under the Enhanced Heavily Indebted Poor Countries Initiative and to the recent negotiations between the representatives of the Government of Japan and the Government of the Co-operative Republic of Guyana that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Co-operative Republic of Guyana and of the Government of the creditor countries concerned held in Paris on January 14, 2004, I have the honour to propose on behalf of the Government of Japan the following arrangement:

1. (1) The present arrangement will apply to the total amount of the following principal, rescheduling interest and late interest of the commercial debts with a repayment period of more than one year insured by the Government of Japan, which were contracted before December 31, 1988 between the Government of the Co-operative Republic of Guyana, its public sectors or other debtors concerned resident in the Co-operative Republic of Guyana on the one hand and the

creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other, and which were covered by the guarantee of the Government of the Co-operative Republic of Guyana (hereinafter referred to as "the Debts"):

For the commercial debts previously rescheduled pursuant to the arrangement made by the Previous Notes;

- (i) all the principal outstanding as of December 1, 2003;
- (ii) all the rescheduling interest and the late interest having accrued on or before November 30, 2003 and not paid.

(2) The total amount of the debts referred to in (i) and (ii) of sub-paragraph (1) above is estimated at five hundred and ninety-one thousand three hundred and twenty-six United States dollars and ninety-eight cents (US\$591,326.98).

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by mutual consent between the authorities concerned of the Government of Japan and the Government of the Co-operative Republic of Guyana.

2. The debts referred to in (i) and (ii) of sub-paragraph (1) of paragraph 1. will be cancelled upon the date of entry into force of this arrangement. No interest will be charged on the Debts between December 1, 2003 and the day preceding the date of exchange of the present Notes, both dates inclusive.

3. The Government of the Co-operative Republic of Guyana shall, in accordance with the result of the consultations between the two Governments, take necessary measures to reduce poverty and to foster economic and social development of the Co-operative Republic of Guyana, taking into account the fact that the Debts will be cancelled.

4. It is confirmed that the terms and conditions of the contracts concerned not mentioned in this arrangement will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

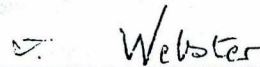
5. The two Governments shall consult with each other in respect of any matter that may arise from or in connection

with the present arrangement.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Co-operative Republic of Guyana the foregoing arrangement shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply."

I have further the honour to confirm on behalf of the Government of the Co-operative Republic of Guyana the foregoing arrangement and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.



Jennifer Webster

Minister within the Ministry of Finance
The Co-operative Republic of Guyana

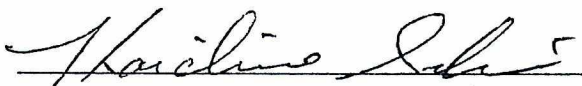
Record of Discussions

In connection with the Exchange of Notes dated November 10, 2006 concerning a debt relief measure (hereinafter referred to as "the E/N"), the representatives of the Japanese Delegation and of the Guyanese Delegation wish to record the following:

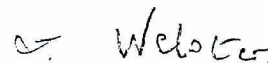
With regard to paragraph 3. of the E/N, the representative of the Japanese Delegation stated that the Government of Japan would duly monitor, both through multilateral and bilateral dialogue, the implementation of the strategy described in the Poverty Reduction Strategy Paper, including its amended versions.

The representative of the Guyanese Delegation stated that its Delegation consented to the above-mentioned statement by the Japanese Delegation.

Georgetown, November 10, 2006



Koichiro Seki
Ambassador of Japan to the
Co-operative Republic of Guyana



Jennifer Webster
Minister within the Ministry of
Finance
The Co-operative Republic of Guyana