

SUBSCRIPTION AGREEMENT

BETWEEN

THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA

(as Issuer)

and

REPUBLIC BANK LIMITED

(as Arranger)

SUBSCRIPTION AGREEMENT

BETWEEN

THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA

(as Issuer)

and

REPUBLIC BANK LIMITED

(as Arranger)

SUBSCRIPTION AGREEMENT

Index to Clauses

- 1 Interpretation
 - 2 Conditions
 - 3 Delivery of documents
 - 4 The Government's obligations
 - 5 Underwriting
 - 6 Fees, commissions and expenses
 - 7 Warranties
 - 8 Arrangers' indemnity
 - 9 Warranties and Arrangers' indemnity - supplemental provisions
 - 10 Termination
 - 11 Publicity
 - 12 Time of the essence
 - 13 Communications
 - 14 Governing law
- Schedule 1 Warranties
- Schedule 2 Conditions

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by a vertical line and a small flourish.

SUBSCRIPTION AGREEMENT

DATE: AUGUST 8TH, 2017

PARTIES:

- (1) **THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA,** represented by the **Ministry of Finance** (hereinafter called “the **Government**”) of the One Part; and
- (2) **REPUBLIC BANK LIMITED** a company duly organized and existing under the Laws of Trinidad and Tobago and duly licensed under the Financial Institutions Act, Chap. 79:09 and having its registered office at 9-17 Park Street, in the City of Port of Spain, Trinidad (hereinafter called **the "Arranger"**) of the Other Part.

RECITALS:

- (A) The Government proposes to issue up to US\$17,306,964.12 Fixed Rate Bonds maturing in 2032 (the ‘**Bonds**’) with blended payments of principal and interest commencing on the date falling due six (6) months following the Issue Date only to be constituted pursuant to a Trust Deed as hereinafter defined to be made between the Government and Hand in Hand Trust Corporation Incorporated (“**Trustee**”) which issue has been approved by the Government.
- (B) The proceeds of the Bonds will be used by the Government for the purpose of restructuring the existing debt of the Atlantic Hotel Incorporated (Marriott Guyana) which has been transferred to the books of the Government.
- (C) The Arranger is willing to use its best commercially reasonable efforts to procure the purchase of the Bonds on the terms and subject to the conditions of this Agreement.

OPERATIVE PROVISIONS:



1. Interpretation

1.1 All terms and expressions defined in the Trust Deed and the Schedules thereto shall bear the same meanings whenever used in this Agreement. In addition in this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

'AGREEMENT' means this Subscription Agreement.

'CONDITIONS' means the conditions set out in clauses 2.1, 2.2, 2.3 and in Parts 1 and 2 of Schedule 2.

'INFORMATION' means all information supplied to the Arranger concerning the Government in connection with the Issue of the Bonds.

'ISSUE' means the proposed issue of the Bonds in accordance with the terms of the Trust Deed.

'ISSUE DATE' means the date on which the Bonds are issued or purchased.

'ISSUE DOCUMENTS' shall mean and include (a) the Trust Deed (b) this Subscription Agreement; (c) the Paying Agency Agreement; (d) an information memorandum; and (e) any other document required to be issued pursuant to the terms of the Trust Deed and the Bonds.

'ISSUE PRICE' means the Principal Sum;

'INTEREST RATE' 6.28% per annum subject to resets as set out in the Trust Deed and the Bonds.

'PRINCIPAL SUM' means up to Seventeen Million Three Hundred and Six Thousand Nine Hundred and Sixty-Four Point One Two United States Dollars (US\$17,306,964.12).

'RELEVANT PERSON' the Arranger or any subsidiary of the Arranger or any of its respective shareholders, directors, officers, employees, agents or advisers.

'SOPHISTICATED PURCHASER' bears the meaning given that term in the Securities Act, 2012 of the laws of the Republic of Trinidad and Tobago and the Securities Industry Act, Cap. 73:04 of the Laws of Guyana;

'TRUST DEED' means the Trust Deed to be entered into by the Government in favour of the Trustee substantially in the form of the draft Trust Deed.

'WARRANTIES' mean the representations and warranties given pursuant to clause 8 and set out in the Schedule.

1.2 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 References to clauses or the schedule are to clauses of or the schedule to this Agreement.

1.4 Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.5 Any document stated to be 'in agreed form' shall be in the form agreed by the Government and the Arranger and initialled on behalf of the Government and the Arranger for the purposes of identification.

1.6 References to statutes or statutory provisions include references to any orders or regulations made under them and to any statutory amendment, modification, consolidation or re-enactment of the statute or statutory provision from time to time.

2. Conditions

2.1 The Conditions include:

- (i) The compliance by the Government with its obligations under this Agreement to the extent that the obligations fail to be performed prior to Issue;
- (ii) The obtaining of all consents approvals and licences to enable the Government to issue the Bonds;
- (iii) The compliance with all matters stated in Part 1 of Schedule 2;
- (iv) That the matters stated in Part 2 of Schedule 2 have occurred or been satisfied on or before the Issue Date.

2.2 As a condition of the agreement by the Arranger to procure the subscription by investors of and payment for the Bonds the Government hereby represents to, warrants to and agrees with the Arranger, (for the benefit of itself and all other persons who from time to time acquire an interest in the Bonds ("Investors"), whether directly or indirectly pursuant to clause 6.3 (b) or (c) and as agents for such Investors) as follows:



- (i) that the authorization of the Bonds, the offering of the Bonds and the performance of the transactions contemplated under the terms and conditions of this Agreement and the Information, the issue of the Bonds, the execution and delivery of this Agreement, the Trust Deed, the execution and delivery of the Paying Agency Agreement by the Government (the 'Paying Agency Agreement') substantially in the agreed form and the compliance by the Government with the terms thereof and of the Bonds:
- (a) comply in all respects with the Laws of the Co-operative Republic of Guyana;
 - (b) do not and will not contravene the Constitution and all other relevant laws of the Co-operative Republic of Guyana; and
 - (c) do not, and on the Issue Date will not, infringe, the terms of, or constitute a default under, any trust deed, agreement or other instrument or obligation to which the Government is a party or by which it or its property is bound;
- (ii) that the execution and delivery of the Issue Documents, the execution, issue and delivery of the Bonds and the performance of the obligations to be assumed thereunder have been duly authorized so that, upon due execution and delivery the Bonds, as signed in facsimile by the authorized signatory of the Government and authenticated by the counter-signature of the Registrar, will constitute valid and legally binding obligations of the Government, in accordance with their respective terms;
- (iii) that all consents, approvals, authorizations or other orders of all governmental and regulatory authorities in the Co-operative Republic of Guyana required for or in connection with the issue and offering of the Bonds issued and compliance with the terms of the Bonds and the Issue Documents have been obtained and are in force and effect and that the Government has complied with all legal and other requirements necessary to ensure that, upon due execution, issue and delivery in the manner aforesaid, the Bonds will represent the legally binding obligations of the Government in accordance with their terms, that the Issue Documents will



constitute valid and legally binding obligations of the Government, in accordance with their respective terms and that due payment of the principal and interest in respect of the Bonds and compliance with their terms and the terms of the Issue Documents will not infringe the terms of any such consent, approval, authorization or order and no consent, approval, authorization or order of or filing with any governmental authority or any other approval is required for the consummation of the transactions contemplated hereby, other than consents, approvals, authorizations, orders or filings that have already been obtained or completed;

- (iv) that the selection by the Government of the Arranger to manage and arrange the issue of the Bonds under the terms of this Agreement is legal, valid and binding and in accordance with the respective laws of The Co-operative Republic of Guyana;
- (v) that the net subscription monies for the Bonds payable under paragraph 5.2 below will be used by the Government for the purpose stated in Recital B above and in accordance with the applicable law;
- (vi) all information that has been or will hereafter be made available to the Arranger in connection with the issue of the Bonds will be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make a statement (or the information contained therein) not misleading in light of the circumstances under which such statement was made (or such information was given) and the Government has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid;
- (vii) The execution, delivery and performance by the Government of the transactions contemplated hereby will not conflict, contravene or result in a breach or violation of (a) the Constitution or applicable laws, (b) any statute, order (including administrative or judicial orders), award, rule or regulation applicable to the Government, or (c) any agreement, indenture, negative pledge or other arrangement to which the Government or its properties are bound.



2.3 The obligation of the Arranger to arrange for the subscription by investors for and payment for the Bonds is subject to the further conditions precedent that:

- (i) no event or any circumstance occurred which may with the passage of time constitute an Event of Default and no Event of Default has occurred and is continuing;
- (ii) the Government has delivered to the Arranger a certification from the Minister of Finance confirming that since that date:
 - (a) nothing has occurred which has or can reasonably be expected to have a Material Adverse Effect on the Government; and
 - (b) the Government has not incurred any material loss or liability;
- (iii) the representations and warranties made in the Issue Documents are true and correct in all material respects on and as of the Issue Date with the same effect as if those representations and warranties had been made on and as of the Issue Date;
- (iv) the Arranger has received a legal opinion or opinions in form and substance satisfactory to the Arranger or the Arranger's counsel in Trinidad and Tobago and Guyana, from the Counsel for the Government, with respect to all matters relating to the Issue;
- (v) the Government has sought and received all necessary independent advice including but not limited to accounting and tax advice in relation to the issue of the Bonds and that the Government fully understands the transaction and would derive a benefit as a result of the issuance of the Bonds.
- (vi) after giving effect to the Issue, the Government will not be in violation of:
 - (a) the Constitution;
 - (b) any provision contained in any document to which the Government is a party (including this Agreement) or by which the Government is bound; or
 - (c) any law, rule, regulation, authorization or agreement or other document binding on the Government directly or indirectly limiting or otherwise restricting the borrowing power or authority or ability to borrow of the Government;



2.4 The Government shall use all reasonable endeavours to procure that each of the Conditions is satisfied on or before the Issue Date.

2.5 If any of the Conditions (to the extent not waived by the Arranger in its absolute discretion) is not fulfilled on or before the time or date specified for its fulfilment or such later time or date as the Arranger may agree the respective obligations of the parties shall cease and, except in relation to any prior breach of any provision of this Agreement, no party shall have any claim against any other party, save that clauses 6, 7 and 8 shall remain in full force and effect.

3. Delivery of documents

3.1 Not later than 3.00 p.m. on the date of execution of this Agreement the Government shall deliver or cause to be delivered to the Arranger:

- (a) a copy of the Resolution appointing the Trustee named in the Trust Deed and authorising the issue of the Bonds and the execution and delivery of the Issue Documents to which it is a party;
- (b) the Issue Documents duly executed by the Government and
- (c) confirmation that the Warranties are true, accurate and not misleading (by reference to the facts and circumstances then existing)

3.2 The Government shall deliver or cause to be delivered to the Arranger all other information and documents as the Arranger may reasonably require in connection with the fulfilment and observance of this Agreement and the implementation of the Issue.

4. The Government's obligations

4.1 The Government shall:

- (a) procure not later than 10 am on the business day occurring 30 days after the Issue Date that the Certificates (in the case of the Bonds) or other documents of title shall be issued;
- (b) deliver or cause to be delivered to the Arranger or to its order all documents of title in respect of the Bonds as may be required by the Arranger in connection with the Arranger's obligations under clause 5.



4.2 The Bonds shall be issued free from all liens, charges, encumbrances and equities whatsoever.

5. Underwriting

5.1 If the Government shall have satisfied the Conditions and all of their other respective obligations hereunder and no circumstance exists whereby the Arranger may terminate this Agreement, the Arranger for the consideration stated in clause 6 shall on the Issue Date subscribe for the Bonds at the Issue Price, on the terms and conditions and on the basis of the information submitted by the Government (except as regards the time for acceptance and method of payment) and in reliance on the Warranties, and the Arranger shall, not later than 3 p.m. on the Issue Date procure payment as hereby directed by the Government, of the amount due in respect of the Issue Price for the Bonds (less fees and expenses), by direct payment from investors in accordance with the instruction of the Government against delivery to the Arranger or to its order of Bonds in such denominations as the Arranger shall notify to the Government.

5.2 On such payment as set forth in Clause 5.1 the Arranger shall be under no liability to the Government under this clause 5 in relation to Bonds that have not been subscribed for. In no event shall this authorization be effective if the aggregate amount of the subscriptions of the Investors shall not be in excess of US\$17,306,964.12.

5.3 The Government hereby confirms that it has authorised and agreed for the Arranger to do any or all of the following, namely:

- (a) to procure the subscription by Investors for the Bonds or to invite Sophisticated Purchasers to subscribe for the Bonds;
- (b) for its own account to issue or cause the trustee for such separate trust to issue participation certificates or other transferable certificates of interest or participation in the Bonds and /or in monies to be paid under the Bonds of varying terms to such Arranger and/or investors at market rates. Any loss resulting from the issue or transfer of such certificates shall be borne, and any profits arising therefrom shall be retained by the Arranger.



5.3A The Arranger may not transfer, assign or issue any Bonds, participation certificates, certificates of interest or participations in the Bonds to any person who is not a Sophisticated Purchaser, and the Arranger may not make an offer to the public of any Bonds, participation certificates, certificates of interest or participations in the Bonds save however that the Issue is subsequently authorized by the relevant regulatory authority for participation by the public.

5.4 The commitment and undertaking of the Arranger is subject to all of the Conditions and will terminate on the Issue Date. Prior to such date, the Arranger may terminate this Agreement if any event occurs or information has become available that, in its reasonable judgment, results or is likely to result in the failure to satisfy any Condition.

5.5 Subject to Clause 5.3A, the Arranger is prohibited from arranging the purchase of on a commercial best efforts basis, processing the sale of or offering to sell or selling Bonds to any persons other than Sophisticated Purchasers;

5.6 The Government undertakes to take all action as the Arranger may reasonably request to assist it in offering the Bonds for sale which may include but is not limited to: (i) making senior management and representatives of the Government available to participate in information meetings with potential investors who are Sophisticated Purchasers at such times and places as the Arranger may reasonably request; and (ii) providing the Arranger with all information reasonably deemed necessary by it to successfully complete the placement of the Bonds. The Government is entitled to rely on determinations by the Arranger that any person is (or is not) a Sophisticated Purchaser.

5.7 The Government agrees that the Arranger will act as the sole arranger for the Issue and no additional agents, co-agents or arrangers will be appointed, or other titles conferred, without the consent of the Arranger.

5.8 The Arranger reserves the right at any time before the execution and delivery of the Issue Documents, after consultation with the Government to change any or all of the terms, structure, tenor or pricing of the Bonds if the Arranger determines that such changes would be advisable to ensure that the Bonds are successfully placed.

A handwritten signature or set of initials, possibly 'Q' followed by a stylized mark, located in the bottom right corner of the page.

6. Fees, commissions and expenses

6.1 In consideration of the agreement of the Arranger to offer the Bonds to Sophisticated Purchasers or any other purchaser so authorized by the relevant authority pursuant to the Information, the Government shall pay to the Arranger:

- (i) a flat fee of an amount equal fifty basis points (or 0.5%) of the Issue Amount on disbursement from the proceeds of the Bonds; and
- (ii) the legal fees of US\$20,000.00 (exclusive of VAT chargeable) and disbursements of Counsel retained with respect to the preparation, negotiation and finalisation of the Issue Documents.

6.2 The Government shall pay the fees provided in clause 6.1, including in each case any applicable value added or similar tax, within seven (7) days following the Issue Date.

6.3 The Government shall promptly on request by the Arranger reimburse to the Arranger the amount of any expenses, including any applicable value added tax, for which the Government is responsible but which the Arranger may have paid on behalf of the Government in connection with the Issue.

7. Warranties

7.1 The Government represents and warrants to the Arranger, as at even date and at all times during the period up to and including the Issue Date as if repeated by reference to the facts and circumstances existing at all times:

7.1.1 in the terms set out in this clause 7 and in the Schedule and in the Information;

7.1.2 that the selection of the Arranger, to perform the functions assigned to it under this Agreement is legal and valid and has been made by the Government in accordance with the Constitution and applicable laws and regulations of The Co-operative Republic of Guyana and Trinidad and Tobago if applicable;

7.1.3 the proceeds from the issue and sale of the Bonds shall be used for the purposes stated in Recital B.

7.1.4 that all information that has been made available to the Arranger (or to any of its affiliates) in connection with the issue of the Bonds is correct and complete in all material

respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement or the information contained therein not misleading in light of the circumstances under which such statement was made or such statement was given; and

7.1.5 that the Government expressly authorizes the Arranger to purchase part or all of the Bonds issued pursuant to the Trust Deed and to resell such Bonds to Sophisticated Purchasers or any other purchaser so authorized in the sole discretion of the Arranger which resale may be at a profit or loss to the Arranger for its own account.

7.2 The Government undertakes to notify the Arranger:

- (a) immediately at any time up to the Issue Date (i) if it becomes aware that any of the Warranties is or becomes at any time up to the Issue Date untrue, inaccurate or misleading, or (ii) of any matter of which it becomes aware which would or might constitute a significant change or new matter with respect to the financial circumstances or business of the Government; and
- (b) as soon as reasonably practicable if it becomes aware that (i) prior to the Issue Date any of the Warranties was untrue, inaccurate or misleading and/or (ii) any of the Warranties has since the Issue Date become untrue, inaccurate or misleading.

8. Indemnity

The Government shall indemnify and hold harmless the Arranger and each of its affiliates and each of its respective officers, directors, employees, agents, advisors and representatives (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including without limitation reasonable fees and disbursements of counsel), that may be incurred by or asserted or awarded against any Indemnified Party (including without limitation those incurred in connection with any pending or threatened investigation, litigation or proceeding or the preparation of any defence in connection therewith), in each case arising out of or in connection with or by reason of this Subscription Agreement as it relates only to the issue of the Bonds as the term "Bonds" is defined in this Agreement and not in any way relating to the origination or distribution by the Arranger of any participation/s thereof whether contemplated by



this Agreement or otherwise **Save and Except** to the extent such claim, damage, loss, liability or expense is found in a final, non appealable judgment by a court of competent jurisdiction to have resulted primarily from an Indemnified Party's gross negligence or willful misconduct. Such indemnity shall extend to include all reasonable costs, charges and expenses which the Indemnified Party may reasonably pay or incur on an attorney and own client basis in disputing or defending any claim or action or other proceedings in respect of which indemnity may be sought against the Company under this paragraph 9. If any action, proceeding claim or demand shall be brought or asserted against the Indemnified Party in respect of which indemnity may be sought from the Government as herein provided, the Indemnified Party shall promptly notify the Government in writing, and the Government shall have the option to assume the defence thereof, including the employment of legal advisers approved by the Indemnified Party (such approval not to be unreasonably withheld), and shall pay all reasonable expenses relating thereto. The Indemnified Party shall have the right to employ its own legal adviser in any such action and defend or participate in the defence thereof but the fees and expenses of such legal adviser shall be borne by the Indemnified Party, unless the employment thereof has been specifically authorized by the Government and/or the Government has failed to assume such defence and employ legal advisers for such purpose. The Government shall not be liable to indemnify the Indemnified Party for any settlement of any such action proceeding, claim or demand effected without the consent of the Government.

9. Warranties - supplemental provisions

9.1 Each of the Warranties and clause 8 shall remain in effect after completion of this Agreement.

9.2 The Warranties and clause 8 shall be in addition to and shall not limit any other right available to any Relevant Person.

9.3 No neglect, delay or indulgence on the part of any Relevant Person in enforcing the Warranties or clause 8 or any other rights under this Agreement shall be construed as a waiver.

9.4 Any release, waiver or compromise or other agreement of any kind which any Relevant Person may agree to or effect as regards the Government in connection with the Warranties and clause 8 shall not affect the rights of the Relevant Person as regards any other person liable.



10. Termination

10.1 If prior to the Issue there shall occur any event in relation to the Government any change in national or international financial, political, economic or market conditions which in the opinion of the Arranger reached in good faith is likely materially and prejudicially to affect the business of the Government or the Issue, the Arranger may (after consultation with the Government in such manner as it shall reasonably determine) by notice to the Government served prior to that time terminate this Agreement, subject to clause 10.3.

10.1A If prior to the Issue the Arranger varies the Interest Rate, the Government may by notice to the Arranger served prior to that time terminate this Agreement subject to clause 10.3.

10.2 If prior to Issue:

- (a) any of the Warranties is or becomes untrue, inaccurate or misleading (by reference to the facts and circumstances then existing) in any material respect; or
- (b) the Government shall fail in any material respect to comply with any of its obligations under this Agreement;

the Arranger may in its absolute discretion (after consultation with the Government in such manner it shall reasonably determine) by written notice to the Government served prior to Issue terminate this Agreement.

10.3 If this Agreement is terminated pursuant to clause 10.1, 10.1A or 10.2, no party shall have any claim against any other party except in relation to any breaches prior to such termination and save that:

- (a) in the case of termination pursuant to clause 10.1 and 10.1A clauses 6.1 (ii), 6.2 and 6.3 shall remain in effect;
- (b) in the case of termination pursuant to clause 10.2, the Government shall pay to the Arranger the amounts referred to in clause 2.5 as if the Conditions had not been fulfilled; and
- (c) in either case clauses 7 and 8 shall remain in effect.



11. Publicity

11.1 Any publicity by or on behalf of the Government in connection with the Issue, including any statement to the media, shall be consistent with the terms of the Issue Documents and shall be agreed with the Arranger in advance (or, in the case of interviews or conferences with the media, to the maximum practicable extent).

12. Time of the essence

13.1 Time shall be of the essence of this Agreement, both as regards the times, dates and periods mentioned and as to any times, dates and periods which may be substituted by agreement in writing between the parties.

13. Communications

Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under this Agreement shall be in writing and mailed, faxed or delivered to the applicable parties at their respective addresses or facsimile numbers set forth as follows:

If to the Government: THE MINISTRY OF FINANCE

For the attention of: The Honourable Minister of Finance
Fax number: (592) 226 1284

If to the Arranger: Republic Bank Limited
9-17 Park Street
Port of Spain
Trinidad
Fax Number: (868) 623-2285
For the attention of: Managing Director

or at such other address or facsimile number as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Clause.

14. Governing law

14.1 This Agreement shall be governed by and construed in accordance with the law of Trinidad and Tobago and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Trinidad and Tobago for all purposes connected with it.

EXECUTED as an agreement under hand on the date of this Agreement.

[THE SIGNATORIES APPEAR AT THE END OF THE SCHEDULE]

A handwritten signature or mark, possibly initials, consisting of a large, stylized letter 'P' or 'Q' with a vertical stroke extending downwards from its center.

SCHEDULE 1

(Warranties)

1. Recent announcements

1.1 All statements of fact contained in any public document or announcement issued or made by or on behalf of the Government and in the Information or in any subsequent document or announcement issued or made by or on behalf of the Government remain true and accurate in all material respects and not misleading and all forecasts, estimates and statements of opinion, intention and expectation contained in such public documents or announcements were made on reasonable grounds after due and proper consideration.

2. Events of default - indebtedness

2.1 No circumstances have arisen or, to the best of the knowledge and belief of the Government, are about to arise by reason of any default by the Government or any other person which has arisen or is about to arise such that any person is, or will be, or would with the giving of notice, lapse of time or the satisfaction of any other condition become, entitled to require payment before its stated maturity of, or security for, any material indebtedness in respect of borrowed money of the Government and there is no reason to suppose that any overdraft facility of the Government will be, or is likely to be, withdrawn, reduced or altered in any material respect.

3. Events of default - general

3.1 No event has occurred or is subsisting or, to the best of the knowledge and belief of the Government, is about to occur which constitutes or results in, or would with the giving of notice, lapse of time or the satisfaction of any other condition constitute or result in, a default or the acceleration of any obligation under any agreement, instrument or arrangement to which the Government is a party or by which it is or any of its revenues or assets are bound and which would in any such case have a material adverse effect on the businesses, assets or prospects of the Government.



4. Litigation

4.1 Neither the Government nor any person for whom the Government is or may be vicariously liable, has any claim outstanding against them or is engaged in or has been engaged in any legal, arbitration, mediation or similar proceedings which, individually or collectively, are of material importance and no such proceedings are threatened or pending nor, to the best of the knowledge and belief of the Government, are there circumstances which are likely to give rise to any such proceedings. For this purpose 'similar proceedings' includes any civil or criminal proceedings and any action by any governmental, public or regulatory authority (including any investment exchange and any authority or body which regulates investment business or take-overs or which is concerned with mergers or taxation matters) which did or could result in public censure.

5. Guarantees

5.1 There are no outstanding guarantees given by the Government in respect of the obligations of any person save as disclosed in the Information.

6. Encumbrances

6.1 The Bonds will, on issue, be free from all claims, charges, liens, encumbrances and equities whatsoever.

7. Effects of the Issue

7.1 Neither the creation nor issue of the Bonds nor the performance of this Agreement by the Government will infringe any powers or restrictions of, or the terms of any contract, indenture, security or arrangement binding on the Government or any of their respective revenues or assets or result in the implementation of any right of pre-emption or any other material provision.

8. Capacity

8.1 Subject to the passing of the appropriate resolutions, the Government has the power and has taken or will take all corporate action required to create and issue the Bonds in the manner proposed and to enter into and perform this Agreement and all authorizations, approvals, consents and licences required for the issue of the Bonds and the entering into this Agreement by the Government have been unconditionally obtained and remain and will at all material times remain in full effect.



9. Compliance

9.1 The Issue Documents and the Information contain all information required by, and the issue of the Bonds and the execution and delivery of the Issue Documents in the manner proposed will comply with all applicable laws, rules and regulations of the Co-operative Republic of Guyana and Trinidad and Tobago as applicable.

10. Arrangements with Creditors

10.1 The Government has not taken any action nor, have any other steps been taken or legal proceedings started or threatened against either the Government or orders made for its administration, winding up or dissolution or for it to enter into any arrangement or composition for the benefit of creditors or for expropriation of its assets in foreign countries whether as a result of non-payment of outstanding debt to such countries or otherwise.



SCHEDULE 2

(Conditions)

PART - 1

The Government undertakes to satisfy the following Conditions and to provide certified copies of all approvals required to be obtained as applicable with respect to the issue of the Bonds.

PART 2

The commitment and undertaking of the Arranger in this Agreement is subject to:

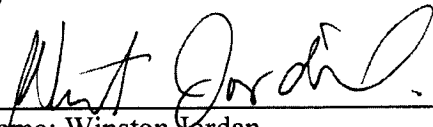
- (i) The absence of (A) any Material Adverse Change in the business condition (financial or otherwise), operations, performance, properties or prospects of the Government (B) any circumstance, change or condition (including the continuation of any existing conditions) in the capital markets generally that in the Arranger's judgment, could reasonably be expected to materially impair the sale of the bonds, or loan to be granted hereunder (C) any material adverse change or condition in the Co-operative Republic of Guyana (D) any Material Adverse Change or condition in the market for bonds or securities of the Co-operative Republic of Guyana which would affect the successful prior arrangement of the issue of the Bonds (E) any Material Adverse Change in the financial, political, economic or other conditions in the Co-operative Republic of Guyana that in the sole opinion of the Arranger, may affect the successful subscription arrangements or primary sale of the Bonds prior to the Issue Date.
- (ii) The Arranger's satisfaction with the results of its due diligence review.
- (iii) The accuracy and completeness of all Warranties and representations that the Government made to the Arranger and all information that the Government furnished to the Arranger and the Government's compliance with the terms of this Agreement, including without limitation, payment in full of all fees, expenses and other amounts payable under this Agreement.

- (iv) The Issue Price of the Bonds will be adjusted to the extent that laws or regulations or directives of regulatory authorities (whether or not having the force of law) with respect to solvency requirements, provision requirements, mandatory deposits, mandatory conversion or measures having similar effects are officially introduced or changed or to the extent that taxes, levies, imposts or duties specific to the Bonds are officially introduced or changed, in all cases to the effect that the costs for the participating financial institutions of making the Bonds available or maintaining the commitment to make the Bonds available or maintain their exposure thereunder are increased or their return on solvency is decreased.


SIGNATORIES:

THE GOVERNMENT OF THE CO-OPERATIVE REPUBLIC OF GUYANA

By


Name: Winston Jordan
Title: Minister of Finance

Witnessed by:

Signature 

Name Donna Yeaman

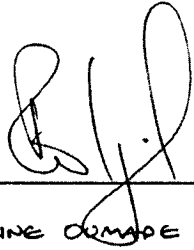
Occupation Head, Debt Management Division

Address Ministry of Finance
Main & Urquhart Streets
Georgetown
Guyana




REPUBLIC BANK LIMITED

By



Name: ROOPNARINE OOMAPE SINGH

Title: EXECUTIVE DIRECTOR



JOHN PETER CLARKE
HEAD, INVESTMENT BANKING

Witnessed by:

Signature 

Name Ray Klein

Occupation Manager, Investment Banking

Address 141 Spanish Court, Westmeadows, Trinidad