

AGREEMENT AMENDING  
LOAN AGREEMENT  
  
(CARIBBEAN DEVELOPMENT FACILITY)  
(Additional Loan)

BETWEEN

CARIBBEAN DEVELOPMENT BANK

AND

GUYANA

Dated: December 6, 1979

AGREEMENT AMENDING  
LOAN AGREEMENT

AGREEMENT dated December 6, 1979 between the Caribbean Development Bank (hereinafter called the Bank) and Guyana (hereinafter called the Borrower).

WHEREAS by a Loan Agreement No. 4/SFR-GU dated November 20, 1978 between the Bank and the Borrower (hereinafter called the Loan Agreement) the Bank has agreed to lend to the Borrower from the Special Funds Resources of the Bank an amount not exceeding at the time of disbursement the equivalent of four million five hundred thousand United States dollars (US\$4,500,000) subject to the terms and conditions set forth or referred to in the Loan Agreement for the purpose of assisting the Borrower in financing local costs components of certain high priority donor-assisted projects in Guyana; and

WHEREAS the Borrower has requested the Bank to provide additional financing to assist the Borrower in meeting the local costs components of high priority donor-assisted projects in Guyana and the Bank has agreed to such request and to lend to the Borrower from the Special Funds Resources of the Bank an additional amount not exceeding at the time of disbursement the equivalent of nine hundred thousand United States dollars (US\$900,000) for the said purpose upon the terms and conditions hereinafter set forth:

NOW THEREFORE the parties hereto hereby agree as follows:-

Section 1. Amendment of Article 1 of the Loan Agreement. Article 1 of the Loan Agreement is amended as follows:-

- (i) by deleting Section 1.01 and substituting therefor the following:-  
"Section 1.01 The Loan. The Bank agrees to lend to the Borrower from the Special Funds Resources of the Bank on the terms and conditions in this Loan Agreement set forth or referred to an amount not exceeding at the time of disbursement the equivalent of five million four hundred thousand United States dollars (US\$5,400,000)."
- (ii) by deleting the word "is" appearing in the last line of Section 1.03 and substituting therefor the word "are".

Section 2. Amendment of Article III of the Loan Agreement. Article III of the Loan Agreement is amended as follows:

- (i) by deleting the word "Jamaica" appearing in the last line of paragraph (b) of Section 3.01 and substituting therefor the word "Guyana".

- (ii) by deleting the date "September 30, 1979" appearing in the second and third lines of Section 3.03 and substituting therefor the date "March 31, 1980".

Section 3. All the other provisions of the Loan Agreement shall remain in full force and effect and the Loan Agreement shall be construed and interpreted as if the amendments made under this Agreement were always incorporated in the Loan Agreement.

Section 4. Except as the Bank may otherwise agree, this Agreement shall come into force and effect on the date upon which the Bank despatches to the Borrower notice of its acceptance of

- (i) one or more opinions, satisfactory to the Bank, of a legal practitioner, acceptable to the Bank showing that -
  - (aa) the Borrower has complied with all the necessary requirements under the Constitution of Guyana and the laws and regulations in force therein in order to enter into this Agreement;
  - (bb) this Agreement has been duly authorised by and executed and delivered on behalf of the Borrower and constitutes a valid and legally binding obligation of the Borrower enforceable in accordance with its terms;
- (ii) proof that the person or persons who signed this Agreement on behalf of the Borrower were legally empowered to do so; and
- (iii) evidence that the Exchange Control Authority in Guyana has given an undertaking that, in the allocation of foreign exchange, top priority will be given to the procurement of all goods and services which form part of the foreign exchange component of each project financed out of the proceeds of the additional Loan, in particular, those goods and services which are not being financed by any external prime donor, other than the Bank, which is providing financing for such project.

Section 5. (a) If this Agreement shall not have come into force and effect within sixty days of the date of this Agreement, this Agreement and all obligations of the parties hereunder shall terminate, unless the Bank, after consideration of the reasons for the delay establishes a later date for the purposes of this Section. The Bank shall promptly inform the Borrower of such later date.

3.

(b) If this Agreement shall terminate pursuant to the provisions of this Section, the Loan Agreement shall continue in full force and effect as if this Agreement had not been executed.

IN WITNESS WHEREOF, this Agreement has been signed in two equally valid copies at Wilkey, St. Michael, Barbados, and Georgetown, Guyana, on behalf of the Bank and the Borrower by their duly authorised representatives the day and year hereinbefore written.

CARIBBEAN DEVELOPMENT BANK

GUYANA

Sgd: J. Siewrattan  
Treasurer

Sgd: F.E. Hope  
Minister responsible for  
Finance