

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN
REGARDING THE EARLY REPAYMENT OF CERTAIN DEBTS OWED
TO, GUARANTEED BY, OR INSURED BY THE UNITED STATES
GOVERNMENT AND ITS AGENCIES**

The Government of the United States ("the United States") and the Government of the Hashemite Kingdom of Jordan ("Jordan"), in order to implement certain of the recommendations of the Paris Club Agreement on the Early Repayment of the Debt of the Hashemite Kingdom of Jordan dated October 18, 2007 ("the Paris Club Agreement on Jordan"), and as referenced in the letter signed by the U.S. representative to the Paris Club on the same date, have agreed as follows:

Article I

Preliminary Provisions

1. The United States and its agencies agree to accept the early repayment of the debts of Jordan referred to in Article II below (the "Early Repayment") on the terms set forth in this Agreement.
2. "Agencies" means the United States Department of Defense ("DOD"), the Commodity Credit Corporation ("CCC") of the United States Department of Agriculture ("USDA"), and the United States Agency for International Development ("USAID").
3. For the purpose of this Agreement, a debt denominated in the same currency, having the same interest rate conditions, paid over the same repayment profile and consolidated under the same bilateral agreement constitutes a "Category of Debt".

Article II

Selected Debts

The debts of Jordan subject to the Early Repayment (the "selected debts") are the maturities falling due after 1st January 2008 under the bilateral agreements between the United States and Jordan dated August 18, 1994, August 25, 1997, October 17, 1999, and March 23, 2003, implementing the Paris Club Agreed

Minutes dated 28 June 1994, 23 May 1997, 20 May 1999 and 10 July 2002, respectively, and not granted under Official Development Assistance conditions. The selected debts are listed in Annex 1 to this Agreement.

Article III

Terms of the Early Repayment

1. The Early Repayment of the selected debts due to the United States by Jordan will be calculated on the basis of the methodology and spread provided in Annexes 1 and 2 to the Paris Club Agreement on Jordan.
2. On March 31, 2008, Jordan will pay to the United States and its agencies the amounts set forth in Annex 1 to this Agreement, with payments to be made to the accounts listed in Annex 2 to this Agreement:
 - (i) Early repayment of a "market value" of the selected debts (as defined by Annexes 1 and 2 of the Paris Club Agreement on Jordan) in the aggregate adjusted amount of \$317,407,949. The amounts are listed in Annex 1 to this Agreement.
 - (ii) Interest accruing on the selected debts from the last applicable interest payment date under the 1994, 1997, 1999, and 2003 bilateral agreements up to March 31, 2008 in the aggregate amount \$6,512,955. These amounts are listed in Annex 1 to this Agreement.
3. The payment shall be made in United States dollars to the payment account specified in Annex 2 to this Agreement.

Article IV

Conditions of the Early Repayment

1. As a condition of the early repayment, Jordan shall have paid in full all amounts due and payable under the 1994, 1997, 1999, and 2003 bilateral agreements as of the date of the Early Repayment.
2. Jordan also undertakes to pay all debt service due from Jordan, or covered by its guarantee, and not paid as of October 18, 2007 on consolidations, loans, credits, or pursuant to contracts or other financial arrangements payable on cash terms, extended or guaranteed by the United States or its agencies, and not covered by the

Paris Club Agreement on Jordan. Jordan commits to pay these amounts as soon as possible and in any case no later than March 31, 2008. Late interest shall be charged on those amounts.

Article V
Communication of this Agreement

The United States and Jordan agree to provide a copy of this Agreement to the Chairman of the Paris Club upon request.

Article VI
Annexes

Annexes 1 and 2 to this Agreement form an integral part of this Agreement.

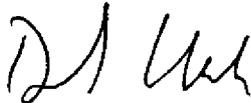
Article VII
Entry into Force and Termination

This Agreement shall enter into force upon signature.

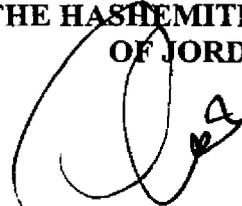
Upon completion of the Early Repayment operation under this Agreement, the Agreement shall terminate.

Done at Jordan, in duplicate, this 30 day of March, 2008

**FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:**



**FOR THE GOVERNMENT OF
THE HASHEMITE KINGDOM
OF JORDAN:**



Annex 1
Amounts to be Paid on March 31, 2008

DOD

JO19948D/R, JO19949D/R, JO19968D/R, JO19978D/R, JO19979D/R,
JO19988D/R, JO20007D/R, JO20008D/R, JO20009D/R, JO20027D, JO20027E,
JO20027F, JO20027H, JO20027J, JO20027K
Outstanding Principal as of January 1, 2008: \$322,561,751
Early Repayment: \$282,983,689
Interest Accrued Prior to March 31, 2008: \$5,804,605
Total Payment to DOD: \$288,788,295

USDA

93jog, 99jog, 03jog
Outstanding Principal as of January 1, 2008: \$11,303,639
Early Repayment: \$10,473,163
Interest Accrued Prior to March 31, 2008: \$210,658
Total Payment to USDA: \$10,683,822

USAID

278-HR-003, 278-HR-005, 278-HR-006, 278-HR-007, 278-HR-008, 278-HR-009,
278-HR-010, 278-HR -011, 278-HR-012, 278-HR-013A01, 278-HR-014
Outstanding Principal as of January 1, 2008: \$27,454,418
Early Repayment: \$23,951,096
Interest Accrued Prior to March 31, 2008: \$497,691
Total Payment to USAID: \$24,448,787

TOTAL USG

Total Outstanding Principal of DOD, USDA and USAID as of January 1, 2008:
\$361,319,808
Total Early Repayment to DOD, USDA and USAID: \$317,407,949
Total Interest Accrued Prior to March 31, 2008: \$6,512,955
Total Payment to USG: \$323,920,904

Annex 2

Payment Instructions

For DoD: Payment by wire transfer to the Defense Security Cooperation Agency through the Federal Reserve Bank of New York. The wire transfer must include the following payment instructions:

021030004 Payment Amount (in U.S. dollars) TREASURY
NYC/(97000002)DSCA/COMPT/FM/PENTAGON
(Begin third party text – may use up to 230 characters with this optimum format;
this text should include the precise loan installment(s) to which the remitted
amount should be credited.

For USDA: All payments covered by this Agreement shall be in U.S. Dollars. All payments made by Jordan to the Commodity Credit Corporation under this Agreement shall be deposited with the Collection Division of the Federal Reserve Bank (FRB) of New York for credit to the account of CCC (Symbol 8585). If payment is wire transferred, ABA #021030004 must be used and specify TREASNYC/(8585)/CCC precisely as printed. Please advise FRB to show country name, agreement date and program (GSM) on their certificate of deposit.

For USAID:

A. TERMS AND CONDITIONS OF PAYMENTS

1. Payments. Jordan agrees to pay amounts owing to USAID in accordance with the terms and conditions of this Agreement, including this Annex.
2. Funds and Place of Payment. All payments made to USAID by Jordan under this Agreement shall be made in United States dollars via electronic funds transfer to the Federal Reserve Bank, 33 Liberty Street, New York, New York 10045. Payment instructions to the Federal Reserve Bank should read:

BNF-/AC-72000001 OBI=(Pay US Dollars _____
Principal _____ Interest _____
Loan Number _____)

3. Application of Payments. To the extent a payment by Jordan is insufficient to satisfy the aggregate amount of principal and interest due, such payment shall be applied first to interest then due, with the remainder, if any, applied to the principal amount of the installment.

4. Prepayments. Any prepayments that may be applied to installments of principal shall be applied in the inverse order of their maturity if the rescheduled amounts relate to direct loans and in chronological order if the rescheduled amounts relate to obligations under the housing guaranty program.

5. Payments due on non-business days. In the event that a payment is due on a day when the Federal Reserve Bank of New York is closed for business, the payment shall be made on the next succeeding business day. This extension of time shall be included in computing the interest on such payment and excluded from the following interest period, if any.