

EXECUTION COPY

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA  
REGARDING A DEBT-FOR-NATURE SWAP TO PREPAY AND CANCEL CERTAIN DEBT OWED BY  
THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA TO THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA**

The Government of the United States of America and the Government of the Republic of Guatemala,

*Seeking to facilitate the conservation, protection, restoration, and sustainable use and management of tropical forests in Guatemala, which provide a wide range of benefits to humankind,*

*Noting that rapid rates of tropical deforestation and forest degradation continue to be serious problems in many regions of the world,*

*Recognizing that the alleviation of external debt in the context of broader economic reforms can result in increased protection for tropical forests,*

*Wishing to ensure that resources freed from debt will be used for the conservation of tropical forests,*

*Further recognizing the role played by Conservation International Foundation and The Nature Conservancy in tropical forest protection in Guatemala, and the success of non-governmental organizations in Guatemala in conserving and managing tropical forest land in Guatemala, and*

*In furtherance of the goals of the U.S. Tropical Forest Conservation Act of 1998, Public Law No. 105-214, as amended, and the Foreign Operations, Export Financing, and Related Programs Appropriations Act for U.S. fiscal year 2004, as contained in Public Law No. 108-199,*

Have agreed on this 8<sup>th</sup> day of September 2006, and contract as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1. Defined Terms. The capitalized terms contained and used in this Agreement shall have the respective meanings ascribed to them in this Section 1.1 and elsewhere in this Agreement. If a capitalized term is not defined in this Agreement and it is defined in the Swap Fee Contractual Agreement or the Forest Conservation Agreement, then it shall have the meaning ascribed to it in the Swap Fee Contractual Agreement or the Forest Conservation Agreement, as applicable.

- (a) "520 T044B September 2006 Payment" means, if the Closing Date is after September 11, 2006, the amount due on September 11, 2006 from, and paid by or on behalf of, the GOG to USAID with respect to Loan 520 T044B under the Outstanding Obligations that shall be transferred by USAID under the provisions of Articles 3.2 and 3.3 of this Agreement.
- (b) "Administrator" has the meaning ascribed to it in the Forest Conservation Agreement.
- (c) "Agreement" means this Agreement between the Government of the United States of America and the Government of the Republic of Guatemala Regarding a Debt-for-Nature Swap to Prepay and Cancel Certain Debt Owed by the Government of the Republic of Guatemala to the Government of the United States of America, as it may be amended from time to time.
- (d) "Business Day" means any day on which the Federal Reserve Bank of New York and Bank of Guatemala are both open for business.
- (e) "Closing" has the meaning set forth in Section 2.3 of this Agreement.
- (f) "Closing Date" has the meaning set forth in Section 2.3 of this Agreement.
- (g) "CI" means Conservation International Foundation, a nonprofit corporation organized under the laws of the State of California in the United States of America, and any of its successors.
- (h) "Debt Reduction Payment" means the transfer of fifteen million, one hundred eighty two thousand U.S. Dollars (US\$15,182,000) by the USG from the Debt Restructuring Account to the USAID Account.
- (i) "Debt Restructuring Account" means the "Debt Restructuring Program Account," at the U.S. Department of the Treasury.
- (j) "Debt Service Account" means the account of such name that: (a) is opened and maintained by the Trustee in accordance with the Trust Agreement; (b) serves as the master account, receiving all Payments from GOG and transferring all such funds to the FCA Grants Account and/or the FCA Endowment Account, as the case may be; and (c) is operated by the Trustee in accordance with the instructions of the Oversight Committee, provided that prior to the execution and delivery of the Trust Agreement, "Debt Service Account" shall mean the FCA Escrow Account.
- (k) "FCA Escrow Account" has the meaning ascribed to it in the Forest Conservation Agreement.
- (l) "Forest Conservation Agreement" means the Forest Conservation Agreement among GOG, CI and TNC, dated as of the date hereof, as amended

from time to time.

(m) "GOG" means the Government of the Republic of Guatemala, acting primarily in this Agreement through the Ministry of Public Finance.

(n) "Local Currency" means the lawful currency of Guatemala.

(o) "New FCA Obligations" means the GOG's new undertakings pursuant to this Agreement and the Forest Conservation Agreement that shall replace, in part, the Outstanding Obligations and obligate GOG to make payments to the Debt Service Account, in accordance with the terms and conditions set forth in this Agreement and the Forest Conservation Agreement, in the amounts set forth in Schedule A.2. of this Agreement.

(p) "New Obligations" means, collectively, the New FCA Obligations and the New USAID Obligations, which together shall replace in their entirety the Outstanding Obligations.

(q) "New USAID Obligations" means GOG's new undertakings pursuant to this Agreement that shall replace, in part, the Outstanding Obligations and obligate GOG to make payments to USAID in accordance with Schedule A.1 of this Agreement and in accordance with the terms and conditions governing payments under the Outstanding Obligations as well as the terms and conditions set forth herein;

(r) "Outstanding Obligations" means Loans 520 V029, 520 W027, 520 V025 520 T026, and 520 T044B under the agreements entitled "Loan Agreement between the Government of the Republic of Guatemala and the Government of the United States of America Acting through the Agency for International Development," dated September 14, 1977, September 20, 1976, November 3, 1975, April 8, 1976, and June 30, 1988, respectively, that obligate GOG to repay principal and interest on debt whose aggregate outstanding principal sums amount to U.S. \$21,721,569.37 as of September 10, 2006.

(s) "Oversight Committee" has the meaning ascribed to it in the Forest Conservation Agreement.

(t) "Party" means either the USG or the GOG, and "Parties" means, collectively, the USG and the GOG.

(u) "Payment Due Date" has the meaning set forth in Section 6.1 of this Agreement.

(v) "Swap Fee Contractual Agreement" means the Swap Fee Contractual Agreement among the USG, CI, and TNC, dated as of the date hereof.

(w) "TFCA" means the U.S. Tropical Forest Conservation Act of 1998, Public

Law No. 105-214, as amended.

(x) "TFCA Evaluation Sheet" means a measure of TFCA program effectiveness designed by USG in its sole discretion, as it may be reasonably amended by USG from time to time.

(y) "TNC" means The Nature Conservancy, a nonprofit corporation organized under the laws of the District of Columbia in the United States of America, and any of its successors.

(z) "Trust Agreement" has the meaning ascribed to it in the Forest Conservation Agreement.

(aa) "Trustee" has the meaning ascribed to it in the Forest Conservation Agreement.

(bb) "USAID" means the U.S. Agency for International Development.

(cc) "USAID Account" means the Debt Restructuring Financing Account #11X4137 of USAID in the name of "Controller, Office of Financial Management, Agency for International Development", ALC# 72000001, on the books of the Federal Reserve Bank of New York.

(dd) "U.S. Dollar" means the legal tender of the United States of America.

(ee) "USG" means the Government of the United States of America, acting primarily through the U.S. Department of the Treasury.

## ARTICLE II CLOSING

- 2.1. Obligations of the USG. Pursuant to the terms and subject to the conditions hereof, the USG shall (a) at the Closing, make the Debt Reduction Payment, thereby prepaying a portion of the amounts due and unpaid under the Outstanding Obligations, and concurrently canceling all remaining amounts due and unpaid hereunder; (b) at the Closing, substitute the New Obligations for the Outstanding Obligations.
- 2.2. Obligations of the GOG. Pursuant to the terms and subject to the conditions hereof, GOG shall (a) at the Closing, substitute the New Obligations for the Outstanding Obligations; (b) if the Closing Date coincides with a Payment Due Date, make the payment due to the Debt Service Account on such Payment Due Date under the New FCA Obligations in accordance with the terms of this Agreement and the Forest Conservation Agreement.
- 2.3. Closing. The consummation of the transactions contemplated in this Article II shall take

place simultaneously in a single act (the "Closing") on (a) September 18, 2006, or (b) such other later Business Day on or before September 29, 2006 as may be agreed by the Parties, CI and TNC in writing (the "Closing Date").

### ARTICLE III PAYMENT OF NEW OBLIGATIONS

- 3.1. Payments of Principal and Interest. The GOG shall (a) make payments of principal and interest to USAID in U.S. Dollars on the New USAID Obligations in accordance with the payment schedule of Schedule A.1 of this Agreement (which payments shall be subject to the terms and conditions governing payments under the Outstanding Obligations), and (b) make payments in Local Currency to the Debt Service Account in accordance with the New FCA Obligations as specified in Schedule A.2. All payments made to USAID shall be deposited in the USAID Account by wire transfer in accordance with the wire transfer instructions set forth in Schedule B.
- 3.2. Partial Refund of the 520 T044B September 2006 Payment. The Parties agree that, if the Closing occurs after September 11, 2006, the GOG shall make the full 520 T044B September 2006 Payment in U.S. Dollars to USAID on September 11, 2006, in accordance with the relevant terms of the Outstanding Obligations with respect to Loan 520 T044B. After deducting the amount set forth in Schedule A.1 which reflects the retention of the amount due to USAID under the New USAID Obligations ("the New USAID Obligations September 11 2006 Payment"), USAID shall transfer to the Debt Service Account the amount due on September 11, 2006 with respect to Obligation 5 in Schedule A.2 under the New FCA Obligations (the "Partial Refund"). Also, USAID shall transfer to the GOG the amount (the "Discount Amount") remaining after the deduction from the 520 T044B September 2006 Payment of the sum of (a) the New USAID Obligations September 11 2006 Payment and (b) the Partial Refund. In addition, the GOG hereby instructs USAID to transfer the Partial Refund to the Debt Service Account and the Discount Amount into the GOG's account at Federal Reserve Bank of New York, New York, SWIFT FRNYUS33, Banco de Guatemala 02108407-6, para credito final 110001-5 Gobierno de la Republica Fondo Comun, or to such other account designated by an authorized representative of the GOG in writing to USAID prior to the Closing Date.
- 3.3. Transfer of Partial Refund and Discount Amount. If the Closing occurs after September 11, 2006, USG shall transfer both the Partial Refund and the Discount Amount within 14 Business Days after either the Closing Date or the date of receipt of the 520 T044B September 2006 Payment from the GOG, whichever date is later.
- 3.4. Overdue Payments. Interest shall accrue, at an interest rate of three percent (3.0%) per annum, on any overdue and unpaid installment under the New FCA Obligations, except that an interest rate of five percent (5.0%) per annum shall apply to the New FCA Obligation that corresponds to, and has replaced in part, the Outstanding Obligation that was Loan 520 T044B, for the period from and including the applicable payment due date to but excluding the date the overdue amount is paid in full.

- 3.5. Business Day Adjustment. Except as otherwise expressly provided herein, where the day on or by which a payment is due to be made is not a Business Day, such payment shall be made on or by the next succeeding Business Day. Interest, fees and charges (if any) thereon shall continue to accrue for the period from the due date that is not a Business Day to that next succeeding Business Day.
- 3.6. Voluntary Prepayments. In accordance with the terms and conditions set forth in the Forest Conservation Agreement, the GOG may prepay without any cost, premium or penalty all or any portion of the New FCA Obligations on not less than thirty (30) days' prior notice to the Oversight Committee.
- 3.7. Payment Obligation Absolute. The payment obligations of the GOG hereunder constitute the direct, unconditional and general obligations of the GOG backed by the full faith and credit of the GOG.
- 3.8. No Assignment. The GOG shall not assign, delegate or otherwise transfer any obligation under the New Obligations to any third party without the prior written consent of USG, such consent not to be unreasonably withheld or delayed.

#### **ARTICLE IV CONDITIONS TO CLOSING**

- 4.1. Conditions Precedent of the USG. The obligation of the USG hereunder to make the Debt Reduction Payment at the Closing shall be subject to the fulfillment or waiver on or prior to the Closing Date of the following conditions, each of which shall be performed to the satisfaction of the USG:
- (a) Swap Fee Contractual Agreement. TNC and CI shall have executed and delivered the Swap Fee Contractual Agreement, such agreement shall be in full force and effect as of the Closing Date, and TNC and CI shall have duly performed and complied in all material respects with all agreements, covenants and conditions required to be performed or complied with by it under the Swap Fee Contractual Agreement as of the Closing Date; and
  - (b) Forest Conservation Agreement. The Forest Conservation Agreement shall have been executed and delivered by the parties thereto and the transactions contemplated in Section 3 thereunder shall have been consummated prior to, or concurrently with, the Closing, and the conditions to closing set forth in the Forest Conservation Agreement shall have been satisfied or waived.
  - (c) Payment on Loan 520 T044B. If the Closing occurs after September 11, 2006, the GOG shall have paid in full the amount due under the Outstanding Obligations with respect to Loan 520 T044B on September 11, 2006.
  - (d) Wire Transfer Instructions. USAID shall have received from the Administrator wire transfer instructions with respect to the Partial Refund of the 520 T044B September 2006 Payment substantially in the form of Schedule C

hereto.

(e) Other Documents. USG shall have received from GOG such further documents, opinions and certificates as USG shall reasonably request.

## ARTICLE V ADDITIONAL COVENANTS OF THE GOG

- 5.1. Imposition of Taxes. The execution and delivery of this Agreement and the payment of the new FCA Obligations to the Debt Service Account are not currently taxed or are exempt under the laws of Guatemala from any taxes, duties, fees, levies or other assessments or charges ("Taxes") imposed by GOG or any other local government, taxing authority, or subdivision thereof. If any such Taxes are assessed on such payments and are paid by the Trustee or the Administrator, then the USG may determine that a material breach of this Agreement has occurred and may invoke the provisions of Article 6.2 of this Agreement. Such material breach shall be deemed remedied should the GOG promptly pay in full such Taxes or reimburse the Debt Service Account in full for such Taxes, if already paid.
- 5.2. Consultation. The GOG agrees to consult with USG, CI, and TNC before undertaking any action that could reasonably be expected to affect the activities of the Administrator, the Trustee, or the Oversight Committee.
- 5.3. Financial Reports. The GOG agrees to forward to USG, within thirty (30) days of receipt, all activity reports, financial audits and other reports from the Administrator or the Trustee required by the Forest Conservation Agreement. The USG acknowledges that reports received from the Administrator or Trustee will fulfill the GOG's requirement of providing those reports to the USG.
- 5.4. Audits and Evaluations. GOG agrees to assist USG in the satisfactory performance of any audits and evaluations of the Guatemala TFCA program deemed necessary by USG in its sole discretion. Such audits and evaluations may be in addition to audits and evaluations required under the Forest Conservation Agreement. GOG further agrees to assist USG in obtaining any information requested by USG for purposes of such audits and evaluations (such as the TFCA Evaluation Sheet). GOG also agrees to assist USG in remedying any deficiencies identified by USG in the performance of the Guatemala TFCA program through any such audits and evaluations (including the TFCA Evaluation Sheet). USG agrees to consult with the Oversight Committee on the existence of deficiencies identified through such audits and evaluations (including the TFCA Evaluation Sheet) and on the solutions to such deficiencies.
- 5.5. Notice of Amendment. GOG shall promptly notify USG of any proposed amendment to the Forest Conservation Agreement. GOG must obtain USG's approval prior to adopting any such proposed amendment.

**ARTICLE VI  
FAILURE TO MAKE PAYMENTS UNDER NEW FCA OBLIGATIONS**

- 6.1. In the event the GOG does not make full payment of any installment under the New FCA Obligations when due under this Agreement (each such due date, a "Payment Due Date"), the GOG shall immediately commence discussions with the USG to resolve such payment default (and in no event shall such discussions be commenced later than seven (7) Business Days after the respective Payment Due Date). The GOG and the USG agree to use their best efforts to find a mutually acceptable resolution.
- 6.2. In the event the GOG and the USG are unable to find a mutually acceptable solution within sixty (60) days following the applicable Payment Due Date, the following procedures shall apply:
- (a) The USG shall require the GOG to pay immediately in U.S. Dollars any arrears under the New FCA Obligations, including any accrued interest, to the Trustee for deposit into the Debt Service Account for distribution in accordance with the Forest Conservation Agreement;
  - (b) The USG may, in its sole discretion, declare all, or any part of, future payments under the New FCA Obligations due and payable immediately in U.S. Dollars, in which case, such amounts shall be paid to the Trustee for deposit into the Debt Service Account for distribution in accordance with the Forest Conservation Agreement; and
- 6.3. If, after one hundred twenty (120) days from the applicable Payment Due Date, the GOG still has not paid all arrears under the New FCA Obligations, and one or more of the following events has or have occurred:
- (a) The USG has not exercised its rights under Section 6.2 above;
  - (b) The USG has exercised its rights under Section 6.2(a), but not made a claim for the full amount in arrears; or
  - (c) The USG has exercised its rights under Section 6.2(b), but not made a claim for all future payments under the New FCA Obligations to be due and payable immediately in U.S. dollars;

then CI or TNC shall have the right to seek the enforcement of the New FCA Obligations in accordance with Section 9.5.1 of the Forest Conservation Agreement.

**ARTICLE VII  
CONSULTATION**

Upon the written request of either Party, the Parties shall consult concerning the

implementation or interpretation of this Agreement. These consultations shall take place within thirty (30) days after a request for consultations is received from the other Party.

## ARTICLE VIII AMENDMENT AND NOTIFICATION

8.1 Amendment; Waiver. This Agreement may be amended with the written consent of both Parties. No provision of this Agreement may be waived orally, but only by a written instrument signed by the Party against whom enforcement of such waiver is sought. A failure or delay in exercising any right, power or privilege in respect of this Agreement shall not be presumed to operate as a waiver, and a failure or delay in exercising a single or partial exercise of any right, power or privilege shall not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

8.2 Notice. All notices, consents, requests, instructions, approvals, and other communications provided for herein shall be in writing and shall be deemed validly given (a) on the date of delivery when delivered by hand; (b) on the date of transmission when sent by facsimile transmission during normal business hours with telephone confirmation of receipt; or (c) on the date of receipt in accordance with the records of receipt of a reputable overnight courier that maintains records of receipt, all addressed as set forth below (or to such other address as any Party shall have designated by notice in accordance with this Section 8.2 to the other Party).

(a) To the USG:

Deputy Assistant Secretary for International  
Development Policy and Debt  
U.S. Department of the Treasury  
1500 Pennsylvania Avenue, N.W.  
Washington, D.C. 20220 U.S.A.  
(202) 622-0070 (telephone)  
(202) 622-0658 (facsimile)

(b) To the GOG:

Ministerio de Finanzas Públicas  
8ª. Avenida y 21 Calle Zona 1  
Edificio del Ministerio de Finanzas Públicas,  
Nivel 15, Ciudad de Guatemala, República de  
Guatemala  
(502) 2248 5080 (Telephone)

(502) 2248 5084 (Facsimile)

Attn: Mrs. Antonieta de Bonilla, Minister of Public Finance

- 8.3 Counterparts. This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one instrument. This Agreement shall not be effective unless and until signed by each party hereto.

**ARTICLE IX  
ENTRY INTO FORCE AND TERMINATION**

- 9.1 Entry into Force. This Agreement shall enter into force on the date of the last signature below ("Effective Date"). Each Party's signature below evidences that all necessary domestic legal requirements for entry into force of the Agreement shall be fulfilled under the respective Party's laws.
- 9.2 Termination. This Agreement shall terminate (a) on September 29, 2006, if the Closing shall not have occurred before that date, or (b) if the Closing has occurred, upon the payment by GOG of all amounts due under this Agreement. In addition, a Party hereto may terminate this Agreement upon or after the termination of the Forest Conservation Agreement and the Swap Fee Contractual Agreement, provided that the Party intending to terminate this Agreement (i) notifies the other Party by notice seven calendar days in advance of the requested termination date which shall be a Business Day ("Termination Date"); and (ii) is not in default under this Agreement, the Forest Conservation Agreement, or the Swap Fee Contractual Agreement.

**ARTICLE X  
OTHER PROVISIONS**

10.1 Schedules. The following schedules are part of this Agreement:

Schedule A.1	Payment Schedule for New USAID Obligations
Schedule A.2	Payment Schedule to the Trustee for New FCA Obligations
Schedule B	Wire Transfer Instructions for New USAID Obligations
Schedule C	Wire Transfer Instructions for USAID Partial Refund of 520 T044B September 2006 Payment to Debt Service Account

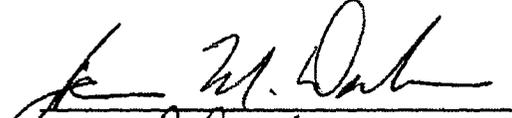
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IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Government, have executed and delivered this Agreement.

DONE at Guatemala City, in the English language, this 8<sup>th</sup> day of September, 2006.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE  
REPUBLIC OF GUATEMALA:

  
Date: Sept 2006

  
Date: 8 de Septiembre 2, 006

**Schedule A.1**  
**Schedule of Payments to USAID under New USAID Obligations**

<b>Loan 520 T044B</b>		
	Scheduled Principal	Scheduled Interest
9/11/2006	\$ 45,533.61	\$ 27,288.64
3/11/2007	\$ 46,723.20	\$ 26,149.05
9/11/2007	\$ 47,991.28	\$ 24,980.97
3/11/2008	\$ 49,088.56	\$ 23,783.69
9/11/2008	\$ 50,315.78	\$ 22,556.47
3/11/2009	\$ 51,573.67	\$ 21,298.58
9/11/2009	\$ 52,863.01	\$ 20,009.24
3/11/2010	\$ 54,184.59	\$ 18,687.66
9/11/2010	\$ 55,539.20	\$ 17,333.05
3/11/2011	\$ 56,927.68	\$ 15,944.56
9/11/2011	\$ 58,350.87	\$ 14,521.37
3/11/2012	\$ 59,809.65	\$ 13,062.60
9/11/2012	\$ 61,304.89	\$ 11,567.36
3/11/2013	\$ 62,837.51	\$ 10,034.74
9/11/2013	\$ 64,408.45	\$ 8,463.80
3/11/2014	\$ 66,018.66	\$ 6,853.59
9/11/2014	\$ 67,669.13	\$ 5,203.12
3/11/2015	\$ 69,360.85	\$ 3,511.40
9/11/2015	\$ 71,094.93	\$ 1,777.37
<b>Total</b>	<b>\$ 1,091,545.52</b>	<b>\$ 293,027.26</b>

**Schedule A.2**  
**Schedule of Payments to Debt Service Account under New FCA Obligations**

Obligation 1			Obligation 2			Obligation 3			Obligation 4			Obligation 5		
	Scheduled Principal	Scheduled Interest		Scheduled Principal	Scheduled Interest									
1/28/2007	\$ 73,720.08	\$ 30,807.39	1/16/2006	\$ 136,013.95	\$ 58,478.38	10/20/2008	\$ 117,303.24	\$ 53,032.64	10/20/2006	\$ 221,611.01	\$ 95,187.56	**9/11/2006	\$ 143,576.07	\$ 89,643.14
7/28/2007	\$ 74,225.88	\$ 38,701.59	5/16/2007	\$ 138,954.17	\$ 56,378.17	4/20/2007	\$ 119,387.29	\$ 51,288.58	4/20/2007	\$ 224,935.18	\$ 91,858.39	3/11/2007	\$ 153,314.43	\$ 85,883.77
1/28/2008	\$ 75,948.26	\$ 37,579.21	1/16/2007	\$ 140,124.59	\$ 54,307.35	10/20/2007	\$ 121,157.80	\$ 48,478.14	10/20/2007	\$ 228,509.21	\$ 88,484.36	9/11/2007	\$ 157,147.30	\$ 81,870.91
7/28/2008	\$ 77,087.47	\$ 36,439.88	5/16/2008	\$ 142,228.88	\$ 52,205.48	4/20/2008	\$ 122,975.16	\$ 47,860.71	4/20/2008	\$ 231,733.84	\$ 85,389.73	3/11/2008	\$ 161,075.99	\$ 78,042.22
1/28/2009	\$ 78,243.78	\$ 35,263.67	1/16/2008	\$ 144,300.26	\$ 50,972.08	10/20/2008	\$ 124,819.79	\$ 45,818.08	10/20/2008	\$ 236,208.85	\$ 81,583.72	9/11/2008	\$ 165,102.89	\$ 74,815.33
7/28/2009	\$ 79,417.44	\$ 34,110.31	5/16/2009	\$ 146,526.67	\$ 47,808.87	4/20/2009	\$ 126,632.02	\$ 43,943.78	4/20/2009	\$ 238,736.00	\$ 78,956.57	3/11/2009	\$ 169,230.46	\$ 69,887.76
1/28/2010	\$ 80,609.70	\$ 32,918.75	1/16/2009	\$ 148,723.55	\$ 45,738.76	10/20/2009	\$ 128,592.47	\$ 42,049.40	10/20/2009	\$ 242,519.07	\$ 74,474.50	9/11/2009	\$ 173,461.22	\$ 65,858.66
7/28/2010	\$ 81,817.83	\$ 31,716.82	5/16/2010	\$ 150,954.41	\$ 43,477.93	4/20/2010	\$ 130,521.36	\$ 40,114.51	4/20/2010	\$ 245,953.86	\$ 70,839.71	3/11/2010	\$ 177,787.76	\$ 61,320.46
1/28/2011	\$ 83,045.10	\$ 30,462.86	1/16/2010	\$ 153,218.72	\$ 41,213.62	10/20/2010	\$ 132,478.18	\$ 38,158.70	10/20/2010	\$ 249,643.17	\$ 67,193.40	9/11/2010	\$ 182,242.70	\$ 55,875.51
7/28/2011	\$ 84,290.78	\$ 29,236.87	5/16/2011	\$ 155,517.00	\$ 38,915.34	4/20/2011	\$ 134,455.37	\$ 36,180.61	4/20/2011	\$ 253,587.81	\$ 63,436.78	3/11/2011	\$ 186,798.77	\$ 52,318.43
1/28/2012	\$ 85,555.13	\$ 27,972.32	1/16/2011	\$ 157,849.78	\$ 36,592.58	10/20/2011	\$ 136,483.37	\$ 34,152.81	10/20/2011	\$ 257,189.83	\$ 59,634.94	9/11/2011	\$ 191,488.74	\$ 47,840.46
7/28/2012	\$ 86,836.46	\$ 26,688.89	5/16/2012	\$ 160,217.50	\$ 34,214.84	4/20/2012	\$ 138,539.61	\$ 32,105.26	4/20/2012	\$ 261,046.46	\$ 55,747.11	3/11/2012	\$ 196,265.44	\$ 42,882.77
1/28/2013	\$ 88,141.04	\$ 25,386.41	1/16/2012	\$ 162,620.70	\$ 31,811.58	10/20/2012	\$ 140,639.57	\$ 30,327.50	10/20/2012	\$ 264,962.15	\$ 51,831.42	9/11/2012	\$ 201,161.83	\$ 37,856.38
7/28/2013	\$ 89,469.18	\$ 24,064.29	5/16/2013	\$ 165,060.06	\$ 29,372.26	4/20/2013	\$ 142,717.70	\$ 27,818.11	4/20/2013	\$ 268,938.58	\$ 47,858.90	3/11/2013	\$ 206,190.88	\$ 32,927.33
1/28/2014	\$ 90,825.10	\$ 22,722.35	1/16/2013	\$ 167,536.68	\$ 26,898.36	10/20/2013	\$ 144,859.46	\$ 25,777.41	10/20/2013	\$ 272,919.84	\$ 43,877.88	9/11/2013	\$ 211,345.86	\$ 27,772.58
7/28/2014	\$ 92,197.18	\$ 21,360.27	5/16/2014	\$ 170,049.61	\$ 24,383.33	4/20/2014	\$ 147,031.34	\$ 23,504.53	4/20/2014	\$ 277,065.19	\$ 39,729.38	3/11/2014	\$ 216,979.28	\$ 22,488.92
1/28/2015	\$ 93,586.69	\$ 19,977.75	1/16/2014	\$ 172,599.76	\$ 21,832.59	10/20/2014	\$ 149,238.61	\$ 21,389.08	10/20/2014	\$ 281,221.18	\$ 35,572.39	9/11/2014	\$ 222,956.03	\$ 17,073.18
7/28/2015	\$ 94,992.93	\$ 18,574.32	5/16/2015	\$ 175,189.75	\$ 19,243.98	4/20/2015	\$ 151,475.38	\$ 19,180.51	4/20/2015	\$ 285,439.49	\$ 31,354.08	3/11/2015	\$ 229,586.15	\$ 11,522.00
1/28/2016	\$ 96,417.23	\$ 17,150.27	1/16/2015	\$ 177,816.88	\$ 16,615.76	10/20/2015	\$ 153,747.49	\$ 16,888.86	10/20/2015	\$ 289,721.08	\$ 27,072.48	9/11/2015	\$ 236,286.22	\$ 5,832.15
7/28/2016	\$ 97,862.39	\$ 15,704.66	5/16/2016	\$ 180,483.85	\$ 13,948.81	4/20/2016	\$ 156,053.71	\$ 14,582.17	4/20/2016	\$ 294,069.80	\$ 22,723.67			
1/28/2017	\$ 99,329.23	\$ 14,237.22	1/16/2016	\$ 183,191.08	\$ 11,241.25	10/20/2016	\$ 158,394.51	\$ 12,241.36	10/20/2016	\$ 298,477.80	\$ 18,315.67			
7/28/2017	\$ 100,776.59	\$ 12,747.67	5/16/2017	\$ 185,938.86	\$ 8,493.89	4/20/2017	\$ 160,770.43	\$ 9,866.44	4/20/2017	\$ 302,955.08	\$ 13,833.60			
1/28/2018	\$ 102,291.27	\$ 11,236.18	1/16/2017	\$ 188,728.04	\$ 5,704.30	10/20/2017	\$ 163,181.98	\$ 7,453.88	10/20/2017	\$ 307,499.40	\$ 9,294.17			
7/28/2018	\$ 103,826.95	\$ 9,701.80	5/16/2018	\$ 191,558.82	\$ 2,873.30	4/20/2018	\$ 165,629.71	\$ 5,208.18	4/20/2018	\$ 312,112.11	\$ 4,681.89			
1/28/2019	\$ 105,383.03	\$ 8,144.42				10/20/2018	\$ 168,114.00	\$ 2,521.71						
7/28/2019	\$ 106,963.77	\$ 6,563.63												
1/28/2020	\$ 108,569.23	\$ 4,969.22												
7/28/2020	\$ 110,196.74	\$ 3,336.70												
1/28/2021	\$ 111,845.29	\$ 1,677.74												
<b>Total</b>	<b>\$ 2,663,828.18</b>	<b>\$ 639,466.77</b>	<b>Total</b>	<b>\$ 3,894,556.48</b>	<b>\$ 771,617.53</b>	<b>Total</b>	<b>\$ 3,536,608.83</b>	<b>\$ 750,387.84</b>	<b>Total</b>	<b>\$ 6,346,603.70</b>	<b>\$ 1,257,542.13</b>	<b>Total</b>	<b>\$3,581,725.84</b>	<b>\$861,520.36</b>

\*\*See definition of 520 T044R September 2006 Payment and related provisions

**SCHEDULE B**  
**Wire Transfer Instructions**

1. US Dollar wire transfers to USAID must be made from a foreign central bank to a U.S. bank which is "on-line" with the Federal Reserve. The Federal Reserve only deals with foreign central banks. The receiving U.S. bank must have an on-line connection with the Federal Reserve.
  
2. The information supplied on the wire transfer must include:
  - a. USAID ABA No. = **021030004**.
  
  - b. *Federal Reserve Foreign Dept.*  
Type Code = **15** = *Payments from Foreign Central Banks*  
Type Code = **10** = *Payments from Commercial Banks*
  
  - c. ABA (Account) No. of sender.
  
  - d. US Dollar Amount
  
  - e. USAID Agency Location Code (ALC) = **72000001**
  
  - f. Detail concerning purpose of payment
  
3. Questions: Federal Reserve/New York (212) 720-5840.

**SCHEDULE C**  
**Wire Transfer Instructions**  
**For Partial Refund of 520 T044B September 2006 Payment to Debt Service Account**

The following information shall be included in wire transfer instructions:

1. ABA # of bank
2. Name of Bank and Address
3. Attention:
4. US Dollar Amount
5. Detail concerning purpose of payment (TFCA Debt Swap Agreement between GOG and USG signed September 8, 2006).