Letter Agreement

July 25, 2005

Minister of Public Finance
Ministry of Public Finance
8a. Av. Y 21 Calle, Zona 1,
Guatemala City, Guatemala C.A.

Re: Loan Agreement dated August 9th, 2002 between the Republic of Guatemala, as the Borrower, and the International Cooperation and Development Fund, as the Lender ("Loan Agreement")

Dear Madam,

We refer to the captioned Loan Agreement.

Subject to your signing of this Letter Agreement, we do hereby agree for the extension of the Commitment Period to February 9, 2007, and the reallocation of the Loan for Phase II as set forth in Schedule I hereto attached.

By signing this Letter Agreement, you represent and warrant to us that:

(a) all actions required to authorize the execution of delivery of this Letter Agreement have been duly taken;

(b) the Executing Agency has been duly informed of the amendments made by this Letter Agreement to the Loan Agreement; and

(c) the signing and delivery of this Letter Agreement will not contravene or constitute a default under any provision contained in any agreement, instrument, law, order, judgment, license, permit or consent by which you or any of your assets is bound or affected.

Except as otherwise amended in this Letter Agreement, all the terms and conditions of the Loan Agreement shall remain unchanged.

This Letter Agreement is subject to the same law applicable to the Loan Agreement.

If the terms and conditions of this Letter Agreement are acceptable to you, please kindly sign and return the enclosed copy of this letter to us to indicate your acceptance.

We look forward to the successful implementation of the Project.

Sincerely yours,

International Cooperation and Development Fund

Name: Cheng-Chung Chen
Title: Secretary General

Acknowledged, agreed and accepted by:

Republic of Guatemala
Acting by and through the Minister of Public Finance

Name: _____

Title: _____

Schedule I

Reallocation of the Loan for Phase II

Item	Cost (in USD)
Infrastructure Program	$4,400,000
Laboratory Equipment	$3,400,000
Total	$7,800,000