

CREDIT AGREEMENT

for the financing of a contract for the supply of
public switching telephone exchanges

Dated 23rd January, 1985

\$ 14.636.555

TERM CREDIT FACILITY

EMPRESA GUATEMALTECA DE TELECOMUNICACIONES, GUATEL
as Borrower

BANCO DI ROMA INTERNATIONAL S.A.
as Manager

THE SEVERAL BANKS
as Lenders

BANCO DI ROMA INTERNATIONAL S.A.
as Agent

with the support of
ISTITUTO CENTRALE PER IL CREDITO
A MEDIO TERMINE (MEDITOCREDITO)

and

SEZIONE SPECIALE PER L'ASSICURAZIONE
DEL CREDITO ALL'ESPORTAZIONE (SACE)

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THIS CREDIT AGREEMENT is dated the thirteenth day of September, 1985 and made BETWEEN:-

- (1) Empresa Guatemalteca de Telecomunicaciones, GUATEL (the "Borrower"), a corporation established under the laws of the Republic of Guatemala having its principal office at 7A. Av. 12-39 Zona 1, Guatemala City, Republic of Guatemala;
- (2) Banco di Roma International S.A. as manager of the facility to be provided hereunder (in this capacity the "Manager");
- (3) the several Banks and Financial Institutions whose names appear at the end of this Agreement (the "Banks"); and
- (4) Banco di Roma International S.A. of 26, Boulevard Royal - Luxembourg - Grand Duchy of Luxembourg as agent for the Banks (in this capacity the "Agent").

WHEREAS:-

- (A) the Borrower has entered into a contract with Ericsson de Guatemala, Sociedad Anonima (the "Contractor") dated 23rd January, 1985 providing for the contractor to sell switching telephone exchanges for 79000 lines for Guatemala City as well as certain related services and equipment to be supplied to the Borrower by Fabbrica Apparecchiature Telefoniche e Materiale Elettrico "Brevetti Ericsson" S.p.A. (hereinafter "FATME") (an Italian company which holds 99.2% of the share capital of the Contractor) and for the Borrower to make payments to FATME in respect thereof up to a maximum amount of U.S. \$29,273,111.72;
- (B) Pursuant to arrangements made by the Manager, the Banks have agreed, upon and subject to the terms and conditions hereof and subject to the support of Istituto Centrale per il Credito a Medio Termine (Mediocredito) and Sezione Speciale per l'Assicurazione del Credito all'Esportazione (SACE) being obtained for the arrangements set out herein, to make loans to the Borrower in an aggregate amount not exceeding \$ 14,636,555 for the purpose of financing 50 per cent. of the amounts payable to FATME in respect of goods and services of Italian origin to be supplied by FATME under the aforesaid Contract while the remaining 50% of the Contract price payable to FATME will be paid by the Borrower to FATME with the proceeds of a soft loan in the amount of U.S. \$14,636,555 granted by the Republic of Italy to the Republic of Guatemala.

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(C) The Banks have entered into this Agreement and, upon and subject to the terms and conditions hereof, will make funds available hereunder, on the basis that the return to the Banks under this Agreement on the funds advanced by them will, after taking into account the support of Istituto Centrale per il Credito a Medio Termine (Mediocredito), be a margin over the rate at which Dollar deposits are offered by and between banks in the London Interbank Eurodollar Market in the ordinary course of business and that the said Istituto Centrale per il Credito a Medio Termine (Mediocredito) will agree to pay to the Banks, the Agent and the Manager certain fees in connection herewith.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions

(a) In this Agreement in addition to the terms already herein defined, the following terms shall (save only where the context otherwise requires) have the following meanings:-

"Banking Day" means a Business Day on which banks are open for business in New York City and, if a payment is also required to be made hereunder on such day in any other place, on which banks are open for business in such place.

"Business Day" means a day on which the relevant London financial markets are open for the transaction of the business contemplated by this Agreement.

"Certificate of Preliminary Acceptance" means the certificate to be issued by the Borrower according to Section 12.3 of the Contract with respect to the supply and installation of the Last Telephone Exchange.

"Commitment" in relation to a Bank means the obligation of such Bank to contribute to Loans hereunder up to the aggregate principal amount set opposite its name at the end of this Agreement, to the extent not cancelled, reduced or terminated under this Agreement (collectively the "Total Commitments").

"Commitment Period" means the period from the date hereof until the Term Date (both dates inclusive).

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"Contract" means the contract for the supply of public switching telephone exchanges dated 23rd January, 1985 made between the Borrower and the Contractor, together also with any amendments or addenda thereto for which the prior written consent of the Agent (given after consultation with SACE and/or Mediocredito where the Agent considers it appropriate) has been obtained.

"Dollars" and "\$" mean the lawful currency for time being of the United States of America.

"Encumbrance" means any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention and any other security agreement or arrangement whether relating to existing or future assets or revenues.

"Event of Default" means any of the events specified in Clause 14.

"External Indebtedness" means any obligation (whether incurred as principal or as security) for the payment or repayment of moneys whether present or future actual or contingent which (A) is denominated or payable in a currency other than Quetzales or (B) may be payable at the creditor's or debtor's option in a currency other than Quetzales or (C) is owed to or given in favour of (as the case may be) a bank or other person or entity resident or having its registered office or principal place of business outside of the Republic of Guatemala.

"Interest Make-up Agreement" means an agreement to be entered into by Mediocredito and the Agent on behalf of the Banks in a form satisfactory to the Banks, whereby (inter alia) the return to the Banks on the Loans made hereunder will be supplemented by Mediocredito so that it equals that which the Banks would have received if interest were payable on the Loans at a margin over the rate at which Dollar deposits are offered by and between banks in the London Interbank Eurodollar Market in the ordinary course of business for successive Interest Periods.

"Interest Payment Date" means each date falling at the end of each period of six months from the date of this Agreement which ends on or before the first Repayment Date (unless any Interest Payment Date would thereby fall on a day which is not a Banking Day, in which case such Interest Payment Date shall instead be the next

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Banking Day in the same calendar month or, if none, the immediately preceding Banking Day) and also the first and each succeeding Repayment Date, provided that if it appears to the Agent (after consultation with the Borrower) that, having regard to the expected date of issue of the Certificate of Preliminary Acceptance and to the provisions of Clause 4 (a) of this Agreement, the first Repayment Date will fall less than thirty days after another Interest Payment Date, the Agent may specify by notice to the Borrower and the Banks not later than the third Business Day prior to the commencement of the Interest Period which is to end on such other Interest Payment Date, that such other Interest Payment Date shall instead fall on the thirtieth day prior to that on which it would otherwise have fallen (or, if such thirtieth day is not a Banking Day, on the Banking Day immediately preceding such thirtieth day) and any such specification shall be binding on the Borrower and the Banks.

"Interest Period" in relation to any Loans means, in the case of the first such Interest Period, the period commencing on the date upon which such Loans is made hereunder and ending on the first Interest Payment Date thereafter (unless this would result in such Interest Period being of less than thirty days' duration, in which case such Interest Period shall end on the second Interest Payment Date occurring after its commencement) and, in the case of subsequent such Interest Periods, each period commencing upon the expiry of the preceding Interest Period relative to such Loan and ending on the then next succeeding Interest Payment Date.

"Italian Paying Agency Letter" means a letter to the Italian Paying Agent substantially in the form of Schedule A signed by the Agent on behalf of the Banks, countersigned by the Contractor and signed by way of acceptance by the Italian Paying Agent.

"Italian Paying Agent" means Banco di Roma of Via del Corso 307, 00187 Rome, Italy.

"Loans" means the principal amount of each borrowing deemed to be made by the Borrower hereunder or (as the context requires) the principal amount thereof from time to time outstanding (collectively the "Loans").

"Majority Banks" means Banks to whom more than fifty per cent. (50%) in aggregate of the Loans is, at the relevant time, owing or,

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in the event that no Loan is then outstanding hereunder, Banks whose commitments then aggregate more than fifty per cent. (50%) of the Total Commitments.

"Manager" means Banco di Roma International S.A. which is the Bank having managed and organised the syndicate of Banks which participate to the facility to be provided hereunder.

"Mediocredito" means Istituto Centrale per il Credito a Medio Termine and any successor thereof.

"Mediocredito Fee Letter" means a letter to be sent by Mediocredito to the Agent in form and substance acceptable to the Agent setting forth details of the fees, including the commitment fee, which Mediocredito has agreed to pay and the arrangements for the payment of the same.

"Payment Request" means a request from FATME to the Agent, substantially in the form set out in, meeting the other requirements specified in and effective in accordance with the provisions of, Schedule B requesting that a Loan be made to the Borrower under this Agreement and that the proceeds thereof be paid to FATME in accordance with Clause 3 (c) in order to meet the payment required to be made by the Borrower to FATME under the Contract.

"Quetzales" and "Q" means the lawful currency for the time being of the Republic of Guatemala.

"Reference Banks" means Banco di Roma - London Branch, National Westminster Bank p.l.c., London and Bank of America International, London and/or any successor of any of them appointed by the Agent under Clause 21 (c) being the banks which in connection with the transactions contemplated in this Agreement and the Interest Make-up Agreement will, in accordance and in compliance with the applicable provisions of this Agreement and/or, as the case may be, the Interest Make-up Agreement, supply to the Agent interest rate quotations.

"Repayment Date" means each date for the payment of a Repayment Instalment, as established pursuant to Clause 4 (a).

"Repayment Instalment" means each instalment for repayment of the Loans referred to in Clause 4 (a).

"SACE" means Sezione Speciale per l'Assicurazione del Credito all'Esportazione and any successor thereof.

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"SACE Insurance Guarantee" means an agreement to be entered into by SACE and the Agent on behalf of the Banks, in a form satisfactory to the Banks, whereby (inter alia) SACE agrees to indemnify the Banks against loss arising in connection with the Loans in certain circumstances, as such agreement may be amended from time to time.

"Same Day Funds" means Dollar Funds settled through the New York Clearing House Interbank Payments System for same day value (or in such other manner of payment in Dollars as the Agent shall specify to the Borrower and the Banks as being customary at the time of payment for the settlement of international transactions of the type contemplated by this Agreement).

"Subsidiary" means an entity from time to time of which the Borrower owns, directly or indirectly, more than fifty per cent. of the issued share capital or of which the Borrower has direct or indirect control and "control" as used in this definition means the right to determine the composition of a majority of the board of directors or other like managing board of such entity or otherwise to direct the management and policies of such entity whether by the ownership of share capital, by contract or otherwise.

"Taxes" includes all income and other taxes, levies, imposts, deductions, charges to tax, and withholdings and all penalty, interest and other payments on or in respect thereof and "Tax" and "Taxation" shall be construed accordingly.

"Telephone Exchanges" means according to section 2 of the Contract the telephone exchanges Central Tivoli III, Central Guarda Viejo III, Central Monte Verde III and Central El Carmen III and "Last Telephone Exchange" means Central El Carmen III which, according to Section 6 of the Contract shall be supplied and installed within 28 months after the date on which the Contract shall become in full force and effect pursuant to section 21 of the Contract.

"Term Date" means whichever is the earlier of (i) the date 36 months after the date hereof and (ii) the date which is thirty days after the date of issuance of the Certificate of Preliminary Acceptance, or such later date as may hereafter be agreed in writing by the Borrower, the Banks and the Agent.

- (b) In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice-versa, person shall include bodies corporate, references to

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months are references to calendar months according to the Gregorian calendar, the index and Clause headings are for convenience only and shall not affect the construction hereof, references herein to any agreement, licence or other instrument shall be deemed to include references to such agreement, licence or other instrument as varied or replaced from time to time, references to Clauses and Schedules are references, respectively, to clauses of or schedules to this Agreement and references to the Borrower, the Manager, each Bank, the Contractor, each Reference Bank, the Agent, or the parties hereto where relevant shall be deemed to be references to or to include, as appropriate, their respective successors in title and permitted assigns.

2. Loans

(a) Upon and subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Borrower in Clause 11 each Bank agrees to make advances for the account of the Borrower hereunder through its office identified against its name at the end of this Agreement or through such other office as it may elect pursuant to Clause 21 (b), up to an aggregate maximum principal amount not exceeding its Commitment.

(b) The obligations, interests and rights of each Bank under this Agreement are several. Failure of a Bank to carry out its obligations hereunder shall not relieve any other Bank, the Agent or the Borrower of any of its obligations hereunder. No Bank shall be responsible for the obligations of any other Bank hereunder.

3. Disbursement

(a) Subject to the terms and conditions of this Agreement, Loans will be made to the Borrower during the Commitment Period in accordance with the terms hereof. Any portion of the Total Commitments not drawn hereunder during the Commitment Period shall automatically be cancelled at close of business in Luxembourg on the Term Date unless otherwise agreed in writing by the Borrower, the Agent and the Banks.

(b) The Borrower hereby unconditionally and irrevocably instructs the Banks to make Loans hereunder upon and subject to the terms and conditions hereof by paying the amounts specified in Payment Requests to the Agent for the account of the Italian Paying Agent

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for crediting to an account of FATME (all in accordance with Clause 3 (c)). Promptly after the receipt of each Payment Request, the Agent shall notify the Borrower and each Bank thereof and of the details of the drawing proposed to be made hereunder in respect thereof. Payment Requests shall only be revoked or amended in the manner specified in Schedule B Part I.

(c) Subject as otherwise provided herein, each Bank shall, on the date specified in each notice given by the Agent to the Banks under Clause 3 (b), make available to the Agent, in Dollars in the manner and to the account provided for in Clause 8 (a), the amount of its participation in the relevant Loan in the proportion which its Commitment bears to the Total Commitments. The Agent shall forthwith transfer all such amounts so made available to it, in like funds as the same are received by it, to the account of the Italian Paying Agent at Banco di Roma, New York Branch of 100, Wall Street, New York, N.Y. 10005, U.S.A. (A/c No. 390189990012/H.O.), or at such other bank as the Italian Paying Agent may from time to time notify to the Agent, for the account of FATME.

(d) The Borrower hereby unconditionally and irrevocably agrees with each of the Banks and the Agent that:-

(i) in favour of the Agent and the Banks, it shall be conclusively presumed that each Payment Request is in all respects valid and correct and that FATME had full right to present the same;

(ii) for all purposes of this Agreement, the Agent and the Banks shall be entitled to rely upon documents delivered to the Agent in support of each Payment Request which appears on their face to meet the requirements of Schedule B Part III in all material respects;

(iii) upon the transfer of any amount by the Agent to the Italian Paying Agent in accordance with Clause 3 (c) pursuant to any Payment Request, the Banks shall be deemed (in their respective proportions) to have made to the Borrower, and the Borrower shall be deemed to have borrowed from the Banks, a Loan in the amount transferred upon the terms of this Agreement;

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(iv) none of the obligations of the Borrower under this Agreement (including its payment obligations) shall be impaired by any breach, frustration or non-fulfilment of the Contract or by any matter or claim by any person relating to or arising out of the Contract and neither the Agent nor any Bank shall in any circumstances be concerned with the Contract or any such matter or claim.

4. Repayment

- (a) The Borrower will repay the Loans in full by sixteen (16) approximately equal semi-annual instalments together being equal to the amount of all the Loans outstanding at close of business in Luxembourg on the Term Date and each being equal as nearly possible to one-sixteenth (1/16) of the amount of all the Loans outstanding at close of business in Luxembourg on the Term Date. The first such Repayment Instalment shall be repaid on whichever is the earlier of (i) the date fortytwo (42) months after the date hereof and (ii) the date which is six months after the date of issue by the Borrower of the Certificate of Preliminary Acceptance and subsequent Repayment Instalments shall be paid at six-monthly intervals after the date for the payment of the first Repayment Instalment, provided that if any Repayment Instalment would thereby be payable on a day which is not a Banking Day, such Repayment Instalment shall instead be paid on the next Banking Day in the same calendar month or, if none, on the immediately preceding Banking Day.
- (b) The Borrower shall notify the Agent forthwith upon the issue of any certificate of preliminary acceptance pursuant to section 12.3 of the Contract, and the Borrower shall deliver a certified copy of such certificate to the Agent promptly after the issue thereof.

5. Prepayment

- (a) On giving notice to be actually received by the Agent (which shall promptly give notice thereof to the Banks) not less than thirty days prior to the proposed date for prepayment, the Borrower may prepay all or any part of the Loans (but if in part in a minimum amount of \$1,000,000 and an integral multiple thereof if more) without premium or penalty on any Repayment Date.
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- (b) Any notice of prepayment given by the Borrower under this Agreement shall be irrevocable and the Borrower shall be bound to prepay in accordance with each such notice. The Borrower may not prepay all or any part of the Loans except in accordance with the express terms of this Agreement. Amount prepaid under this Agreement may not be reborrowed hereunder.
- (c) Each prepayment under this Agreement shall be made together with accrued interest thereon and all other amounts payable hereunder in respect of the amount prepaid.
- (d) Any prepayment made under Clauses 5(a), 7(b), 8(b) or 9 shall be applied against outstanding Repayment Instalments in the inverse order of their maturity.
- (e) If any prepayment is made under this Agreement otherwise than on the Interest Payment Date which is the last day of any Interest Periods relative to the Loans prepaid, the Borrower will on demand pay such additional amounts as each Bank concerned may certify as necessary to compensate for any loss or expense sustained or incurred in liquidating or employing funds acquired, committed for or utilised, to make, fund or maintain its participation in the Loans prepaid until the next such Interest Payment Date (such certification to be conclusive in the absence of manifest error).

6. Interest

- (a) Save as provided in Clause 7, interest shall be payable by the Borrower on the Loans in accordance with this Clause.
- (b) The rate of interest applicable to each Loan for each Interest Period relative thereto shall, subject to Clauses 6(d) and 7, be a fixed rate of eleven point twenty per cent. (11.20%) per annum.
- (c) Except as otherwise provided in this Agreement, interest accrued on each Loan during each Interest Period shall be payable on the Interest Payment Date which is the last day of such Interest Period.
- (d) In the event of non-receipt by the Agent (on behalf of the Banks) on the due date of any sum due from the Borrower hereunder, the Borrower shall, without affecting any other remedy of the Agent or the Banks, pay, on demand, interest on the sum overdue from the due date of actual payment, as well after as before judgment, at the following rate or rates:-

- (i) if such overdue amount is of principal of the Loans, subject to paragraph (ii) below, the rate of twelve point twenty per cent. (12.20%) per annum or;
 - (ii) if such overdue amount is of principal of the Loans and (i) remains unpaid on the thirty-fifth day after the due date for payment thereof, or (ii) a declaration has been made by the Agent pursuant to Clause 14(ii) (whether or not such overdue amount became due as a consequence of such declaration), a rate established in relation thereto pursuant to paragraph (iii) below from and including whichever is the earlier of such thirty-fifth day or the date of such declaration; or
 - (iii) if such overdue amount is not of principal of the Loans or if such overdue amount is of principal of the Loans but paragraph (ii) above applies thereto, the rate determined by the Agent to be one per cent. (1%) above the arithmetic mean (rounded upward, if necessary, to the nearest one-sixteenth of one per cent. (1/16%)) of the rates as supplied to the Agent at its request quoted by the Reference Banks to leading banks in the London Interbank Eurodollar Market for deposits in Dollars of amounts comparable to such overdue amount and for successive periods of such duration not exceeding six months as the Agent (after consultation with the Reference Banks) may from time to time designate. Such rate of interest shall be calculated or recalculated at the commencement of each such period while the overdue amount remains unpaid. If the Agent (after consultation with the Reference Banks) determines that Dollars deposits in sufficient amounts are not being offered to the banks generally in the London Interbank Eurodollar Market in the ordinary course of business, such rate shall be determined by reference to the cost of funds from such other sources as the Agent (after consultation as aforesaid) may from time to time determine.
- (e) Without prejudice to the Borrower's obligations to make payments hereunder on the due date thereof the Agent shall notify the Borrower of the actual dates of Interest Payment Dates and Repayment Dates (all as determined in accordance with this Agreement) at least 14 days prior to the date thereof.



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- (f) All interest shall be payable in Dollars, shall accrue from day to day and shall be computed on the basis of a year of 360 days and for the actual number of days elapsed.
- (g) Each determination by the Agent of the rate of interest to apply to any overdue amount pursuant to Clause 6(d) and each designation by the Agent of a period for which a rate of interest is to be determined pursuant to Clause 6(d)(iii) shall, in the absence of manifest error, be conclusive and binding on the parties hereto and shall be promptly notified to the Borrower and the Banks. If any of the Reference Banks shall be unable or otherwise fails to supply any of the rates to be supplied by it for the purposes of Clause 6(d)(iii), the applicable rate of interest shall be determined on the basis of the quotations of the remaining Reference Banks or Reference Bank.

7. London Interbank Eurodollar Market

- (a) Notwithstanding anything to the contrary herein contained, if and at any time the Agent shall have determined after consultation with the Reference Banks (which determination shall be conclusive and binding upon all parties hereto in the absence of manifest error) or (in the case of (ii) below) shall have received written notice from any Bank (an "Affected Bank") that:-
- (i) by reason of circumstances affecting the London Interbank Eurodollar Market generally deposits in Dollars are not available to the Banks in the London Interbank Eurodollar Market in sufficient amounts in the ordinary course of business for any period by reference to which the interest make-up payable by Mediocredito pursuant to the Interest Make-up Agreement is calculated; or
- (ii) by reason of circumstances affecting the London Interbank Eurocurrency Market generally, it is impossible for an 'Affected Bank to fund or to continue to fund its participation in any Loan in the London Interbank Eurodollar Market;

the Agent shall as soon as practicable give written notice of such determination or notice to the Borrower and to each of the Banks. Subject as aforesaid, in the case of (i) above the undrawn portion of the Total Commitments shall not be drawn hereunder and, in the case of (ii) above, the undrawn Commitment of each Affected Bank

shall not be drawn hereunder, after despatch of such notice from the Agent, until written notice to the contrary is given by the Agent to the Borrower after consultation with the Reference Banks in the case of (i) above, or by such Affected Bank through the Agent in the case of (ii) above.

(b) During the period of thirty days following the giving of any such notice by the Agent, the Borrower and the Agent (in consultation with SACE, Mediocredito and the Banks or, as the case may be, the Affected Bank) shall negotiate in good faith with a view to arriving at a mutually satisfactory alternative arrangement for the continuation of the Loans or the relevant part thereof (as the case may be). If within such thirty day period the Borrower and the Agent fail to agree in writing upon an alternative arrangement acceptable to the Banks or the Affected Bank (as the case may be) and Mediocredito, the Banks or the Affected Bank (as the case may be) shall be discharged from any liability to continue the Loans or the relevant part thereof or to participate in any further Loans whereupon the Loans or the part thereof represented by the participation of the Affected Bank concerned, together with accrued interest thereon and all other sums payable hereunder, shall be repaid without further demand, protest or other notice of any kind within thirty days of the expiry of such thirty day period.

(c) In the event that Clause 7(a)(ii) shall apply and no alternative arrangement shall be agreed between the Borrower and the Agent which is acceptable to the Affected Bank concerned and SACE and Mediocredito, then, without prejudice to the obligations of the Borrower under Clause 7(b), the Agent will use reasonable endeavours for a period not exceeding thirty days from the expiry of the first thirty day period referred to in Clause 7(b) to find another bank or financial institution acceptable to the Borrower, the Guarantor and the Agent (after consultation with SACE and Mediocredito) which is prepared to assume the participation of such Affected Bank in the Loans and to assume the rights and obligations of such Affected Bank hereunder.

8. Payments

(a) All payments to be made by or for the Borrower to the Agent and/or the Banks hereunder or by the Banks to the Agent hereunder shall be made on the due date in Dollars in Same Day Funds to the

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account of the Agent at Banco di Roma, New York Branch of 100, Wall Street, New York, N.Y. 10005, U.S.A. (A/c No. 394189840014) or at such other bank as the Agent may designate.

- (b) All payments to be made by or for the Borrower to the Agent and/or the Banks hereunder shall be made without setoff of counterclaim and free and clear of and without deduction for or on account of any present or future Taxes of any nature now or hereafter imposed by or within the Republic of Guatemala or any political subdivision or taxing authority thereof or therein or by or within any federation or organisation of which the Republic of Guatemala is at the time of payment a member, unless the Borrower is compelled by law to make payment subject to such Tax. All such Taxes will be paid by the Borrower for its own account prior to the date on which penalties attach thereto. Should any such payment be subject to any such Tax and the provisions of the last preceding sentence either cannot be effected or do not immediately result in each Bank actually receiving an amount equal to the full amount provided for hereunder, the Borrower shall promptly pay to the Agent for each Bank such additional amounts as may be necessary to ensure that such Bank receives a net amount in the currency due equal to the full amount which it would have received had payment not been made subject to such Tax. The Borrower shall deliver to the Agent for such Bank, as soon as practicable after each such payment by the Borrower of such Tax, evidence satisfactory to such Bank (including all relevant Tax receipts) that such Tax has been duly remitted to the appropriate authority. In the event that the Borrower is required to pay additional amounts under this Clause 8(b) to any Bank the Borrower may prepay (in whole but not in part) such Bank's participation in the Loans with all interest accrued thereon and all fees and other amounts payable to such Bank hereunder on giving notice actually received by the Agent not less than fifteen days prior to the proposed date for prepayment provided that such notice is given at a time when the Borrower is required to pay such additional amounts to such Bank. Such Bank's Commitment and its obligations to the Borrower hereunder shall on the giving of such notice be terminated.
- (c) Whenever any payment hereunder would otherwise become due on a day which is not a Banking Day, the due date thereof shall instead be the next Banking Day in the same calendar month or, if none, the immediately preceding Banking Day.

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- (d) Except as otherwise indicated herein, all payments of principal of or interest on the Loans made to the Agent by or for the Borrower hereunder shall be promptly distributed by the Agent among the Banks to or for the account of their respective lending offices pro rata in accordance with their respective participations in the Loans.

9. Changes in Law

(a) If -

- (i) any law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any authority charged with the administration thereof:-
- (1) subjects any Bank or the Agent to any Tax with respect to payments of principal of or interest on any Loan or any other amounts payable hereunder or under the Interest Make-up Agreement (other than tax on the overall net income of such Bank imposed by the jurisdiction in which its principal office or lending office is situated); or
 - (2) changes the basis of Taxation of payments to any Bank of principal of or interest on any Loan or any other amount payable hereunder or under the Interest Make-up Agreement (other than a change in the rate of Tax on the overall net income of such Bank); or
 - (3) imposes, modifies or deems applicable any reserve and/or special deposit requirements against liabilities of, assets held by, or deposits in or for the account of, or loans by, any office of any Bank; or
 - (4) imposes on any Bank any other condition affecting this Agreement, the transactions or matters contemplated hereby or any Loan; or
- (ii) any Bank complies with any request, law, regulation or directive from any applicable fiscal or monetary authority (whether or not having the force of law);

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and as a result of any of the foregoing:-

- (A) the cost to such Bank of making, funding or maintaining its participation in any Loan or of maintaining its Commitment is increased; or
- (B) the amount of principal, interest or other amount paid or payable to such Bank or the effective return to such bank hereunder and pursuant to the Interest Make-up Agreement is reduced (otherwise than as contemplated by Clause 8(b); or
- (C) such Bank makes any payment or forgoes any interest or other return on or calculated by reference to the amount of any sum received or receivable by it from the Borrower hereunder or pursuant to the Interest Make-up Agreement,

then and in each such case:-

- (I) such Bank shall endeavour promptly to notify the Borrower through the Agent of such event;
 - (II) upon demand from time to time by such Bank through the Agent, the Borrower shall pay to the Agent for such Bank such amount as shall compensate such Banks for such increased cost, reduction, payment or forgone interest or other return. Such Bank shall furnish a certificate setting out details of the event giving rise to such compensation, the amount thereof and the manner in which it has been calculated, together with such other details and relevant documents, as the Borrower may reasonably require to verify the same and such certificate shall, in the absence of manifest error, be conclusive; and
 - (III) the Borrower may prepay such Bank's participation in the Loans (in whole but not in part), together with all interest accrued thereon and all other amounts payable to such Bank hereunder but without premium or penalty (save for any amounts payable pursuant to Clause 5(e)), subject to the Agent having actually received not less than fifteen days' prior notice given at any time when the Borrower is required to pay such compensating amounts to such Bank. Such Bank's Commitment and its obligations to the Borrower hereunder shall on the giving of such notice be terminated.
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(b) Notwithstanding anything to the contrary herein contained, if any order of any competent court having jurisdiction over the Agent or any Bank (as the case may be) or any change in law, regulation or treaty or in the interpretation thereof by any authority charged with the administration thereof shall make it unlawful or (in the case of a court order) impracticable without breaching such order for the Agent or any Bank to make or fund or maintain its participation in the Loans or to give effect to its obligations to the Borrower as contemplated hereby, the Agent may or such Bank, by notice to the Agent, may (and the Agent shall in either case within two Business Days thereafter notify the Borrower accordingly) declare that its obligations to the Borrower hereunder shall (as the case may require) be either suspended in an amount equal to the amount of any such order (or its equivalent as determined by the Agent or such Bank as the case may be) or terminated forthwith whereupon the Borrower may not (to the extent of such suspended or terminated amount) enforce the Agent's obligations hereunder or require such Bank's Commitment to be advanced (as the case may be) and will, if the avoidance of such unlawfulness or impracticability so requires, prepay the then outstanding principal amount of such Bank's participation in the Loans, together with all interest accrued thereon and all fees and other amounts payable to such Bank hereunder, within thirty days of the receipt by the Borrower of such notice (or within any longer or shorter period either agreed between the Borrower and such Bank or prescribed by the relevant order, law, regulation or treaty). In the case of a Bank, such Bank's obligations hereunder and its Commitment shall, as the case may require, be either suspended as aforesaid or terminated on the giving of such notice, but the obligations of all the other Banks hereunder shall be unaffected, although in the case of the Agent, its obligations shall, as the case may require be either suspended as aforesaid or terminated. If following a suspension as aforesaid, the Agent or such Bank is satisfied that such order has been discharged by payment or otherwise the Agent shall notify the Borrower accordingly or (as the case may be) such Bank shall give written notice thereof to the Agent (which shall notify the Borrower accordingly) and the Agent or such Bank (as the case may be) shall again make available the suspended amount of such sums as soon as practicable thereafter in accordance with arrangements specified by the Agent which shall reflect as closely as possible the provisions of this Agreement.

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10. Conditions Precedent

(a) The obligations of each Bank to the Borrower hereunder are subject to the condition that the Agent shall have actually received all of the following in form and substance satisfactory to the Agent:-

(i) a copy of the Contract as executed and delivered by and between the Borrower and the Contractor, such copy be accompanied by:-

(aa) a certificate signed by an authorised officer of the Borrower and dated not earlier than the date of this Agreement stating that such copy is a true copy of the Contract as at the date of such certificate, that all approvals, authorisations and consents required from all governmental and other authority in the Republic of Guatemala in connection with the Contract have been obtained and are in full force and effect and that, upon the satisfaction of the conditions referred to in Clause 10(a) and (b) of this Agreement, the Contract will be in full force and effect; and

(bb) a certificate signed by authorised officers of the Contractor and FATME and dated not earlier than the date of this Agreement stating that such copy is a true copy of the Contract as at the date of such certificate, that all approvals, authorisations and consents required from all governmental and other authorities in Italy and in the Republic of Guatemala in connection with the Contract have been obtained and are in full force and effect and that, upon the satisfaction of the conditions referred to in Clause 10(a) and (b) of this Agreement, the Contract will be in full force and effect;

(ii) a copy, certified a true copy by a duly authorised officer of the Borrower of Decree 14-71 (the "Ley organica de la Empresa Guatemalteca de Telecomunicaciones 'Guatel'") with all amendments thereto;

(iii) a copy, certified a true copy by a duly authorised officer of the Borrower, of a Board Resolution of the Borrower approving the execution, delivery and performance of this Agreement and authorising a named person or persons to sign on behalf of the Borrower this Agreement and any documents to be delivered by the Borrower pursuant hereto;

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- (iv) a certificate of a duly authorized officer of the Borrower setting out the names and signatures of the persons authorized to sign this Agreement and any document to be delivered pursuant hereto;
- (v) a copy certified a true copy by a duly authorized officer of the Banco de Guatemala (the Central Bank of the Republic of Guatemala) of the Resolution of the Monetary Board of the Republic of Guatemala authorizing the negotiation, execution, delivery and performance by the Borrower of this Agreement;
- (vi) a copy, certified a true copy, by a duly authorized officer of the Borrower of a Decree of the Republic of Guatemala as published in the Official Gazette of the Republic of Guatemala approving this Agreement and the transaction contemplated hereby and providing for an express exemption from any national or municipal tax in the Republic of Guatemala with respect to any payment to be made by the Borrower under this Agreement;
- (vii) a copy, certified a true copy by a duly authorized officer of the Borrower of each such law, decree, consent, license, approval, registration or declaration as is in the opinion of the legal advisers to the Agent in the Republic of Guatemala, necessary to render this Agreement the legal, valid, binding and enforceable obligations of the Borrower to enable the Borrower to exercise its rights and perform its obligations hereunder and to make any payment due under this Agreement in Dollars and to make this Agreement admissible in evidence in the Republic of Guatemala;
- (viii) an opinion of the chief legal adviser to the Borrower dated not earlier than the date hereof and addressed to the Agent, the Manager and the Banks, to the effect set forth in Schedule C;
- (ix) an opinion of Mayora y Mayora, Marroquin y Ferber legal advisers to the Agent in the Republic of Guatemala, dated not earlier than the date hereof and addressed to the Agent, the Managers and the Banks, to the effect set forth in Schedule D;
- (x) an opinion of Elvinger & Hoss legal advisers to the Agent in the Grand Duchy of Luxembourg, dated not earlier than the date hereof, addressed to the Agent, the Manager and the Banks in a form acceptable to the Agent and all the Banks;

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(xi) evidence that the Ambassador of the Republic of Guatemala in the Kingdom of Belgium has agreed to act as the agent of the Borrower for the service of process in connection with any suit, action or proceeding in the Grand Duchy of Luxembourg.

(b) The obligations of the Agent and each Bank hereunder are subject to the further conditions precedent that:

- (i) the Interest Make-up Agreement in a form acceptable to the Agent and to the Banks shall have been entered into by Mediocredito and the Agent on behalf of the Banks, and shall be in full force and effect;
- (ii) the SACE Insurance Guarantee in a form satisfactory to the Agent and to the Banks providing inter-alia for an insurance coverage of one hundred per cent. (100%) with respect to any payment for principal and interest at fixed rate due by the Borrower under this Agreement shall have been entered into by SACE and the Agent on behalf of the Banks and shall be in full force and effect;
- (iii) the Italian Paying Agency Letter shall have been signed and shall be in full force and effect;
- (iv) the Agent shall have received a letter from FATME confirming the names and specimen signatures of those persons authorised to sign Payment Requests and other documents to be delivered to the Agent hereunder on behalf of FATME (and for all purposes of this Agreement the Agent shall be entitled to rely thereon and upon any further such letter notifying the Agent of the revocation of the authority of such persons and/or notifying the Agent of the names and specimen signatures of further persons so authorised);
- (v) the Agent shall have received in a form satisfactory to it, an opinion of the Agent's Italian legal advisers in relation to the Interest Make-up Agreement, the SACE Insurance Guarantee and such other matters as the Agent may deem appropriate;
- (vi) the Agent shall have received from the Borrower as required pursuant to Clause 12(f)(b)(I) a sum equal to thirty per cent. (30%) of the total amount, as provisionally estimated

by SACE on the assumption that the Total Commitments will be drawn in full, of the aggregate premium payable to SACE under the SACE Insurance Guarantee in respect of the Loans.

(c) The obligations of each Bank hereunder with respect to the making of each Loan hereunder are subject to the following additional conditions precedent:

- (i) at the time of the giving of the Payment Request relating to such Loan and on the date for the borrowing thereof, the representations and warranties of the Borrower set out in Clause 11(a) of this Agreement are true and accurate on and as of such times as if made at each such time and no Event of Default or event which with giving of notice or lapse of time or both would constitute an Event of Default has occurred and is continuing or would result from the making of such Loan in the manner contemplated hereby;
- (ii) no communications shall have been received by the Agent from the chief legal advisers to the Borrower or by the Agent's Counsel in Guatemala at or before the date for the borrowing of such Loan hereunder, to the effect that they are changing the opinion issued by them respectively pursuant to Clause 10(a) (viii) or (ix) (as the case may be);
- (iii) the Agent shall have received any amount which it requires pursuant to Clause 12(f)(b)(II) to enable it to pay to SACE the full amount of the premium payable to SACE under the SACE Insurance Guarantee in relation to such Loan and shall have been authorized by the Borrower to make payment of such premium to SACE;
- (iv) the Agent shall not have received a written notice from SACE requiring the Banks to suspend making Loans hereunder, which notice has not been withdrawn by SACE;
- (v) the Agent shall be satisfied that the Interest Make-up Agreement and the SACE Insurance Guarantee will apply in accordance with their respective terms to the whole of such Loan from the date for the making thereof until final repayment thereof.

11. Representations and Warranties

- (a) the Borrower makes the following representations and warranties to and for the benefit of the Agent, the Manager and each of the Banks:-

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- (i) the Borrower is a public entity duly established and validly existing under the laws of the Republic of Guatemala having full power, authority and legal right to own its property and assets and the Borrower has full power, authority and legal right and has taken all action necessary to execute and deliver this Agreement, the Contract and any other instruments and documents contemplated hereby, to perform and observe the terms and provisions hereof and thereof and to borrow the Loans hereunder;
- (ii) each of this Agreement and (subject only to the satisfaction of the conditions precedent contained in Clause 10(a) and (b)) the Contract constitutes legally binding and valid obligations enforceable against the Borrower;
- (iii) the execution, delivery and performance of this Agreement and any other documents contemplated hereby by the Borrower will not violate in any respect any provision of (1) any law or regulation or any order or decree of any governmental authority, agency or court applicable to the Borrower or by which the Borrower may be bound or (2) the Constitution of the Republic of Guatemala, or (3) the constitutional documents or resolutions of the Borrower or (4) any mortgage, contract or other undertaking or instrument to which the Borrower is a party or which is binding upon its revenues or assets, and does not and will not result in the creation or imposition of any Encumbrance on any of its revenues or assets pursuant to the provisions of any such mortgage, contract or other undertaking or instrument;
- (iv) all consents, licences, approvals and authorisations of any governmental authority, bureau or agency required by the Borrower in connection with the making, performance validity or enforceability of this Agreement, the other documents contemplated hereby and the Contract have been obtained and are in full force and effect;
- (v) (A) the Borrower is subject to civil and commercial law with respect to its obligations under this Agreement;
- (B) borrowings by the Borrower hereunder and the execution, delivery and performance of this Agreement, by the Borrower constitute private and commercial acts;
- (vi) the Borrower's irrevocable submission to the non-exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg
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and its agreement that this Agreement shall be construed in accordance with and be governed by the law of Luxembourg, are legal, valid and binding;

- (vii) interest on the Loans will not be subject to any Tax in the Republic of Guatemala and all payments of principal, interest and other amounts due from the Borrower hereunder will be made free and clear of any Taxes of the Republic of Guatemala;
 - (viii) all financial and other information, projections and statements made or given to the Agent, the Manager, the Banks, SACE or Mediocredito by or on behalf of the Borrower were true, current and correct at the date on which they were so given or made and there were at that date no other facts or circumstances the omission to provide knowledge of which would make any such information, projections or statements misleading;
 - (ix) no stamp, registration or similar Taxes are payable in the Republic of Guatemala in respect of this Agreement or which under the present laws of the Republic of Guatemala could in the future become due, in connection with this Agreement or in connection with the enforcement hereof;
 - (x) no event has occurred which constitutes a default under or in respect of any agreement, undertaking or instrument relating to any indebtedness and to which the Borrower is a party or by which the Borrower or any of its revenues or assets may be bound (including, inter alia, this Agreement) and no event has occurred which, with the giving of notice or lapse of time or both or other applicable conditions, would constitute a default under or in respect of any such agreement, undertaking or instrument;
 - (xi) no litigation, arbitration or administrative proceedings are presently current or pending or, to the knowledge of the Borrower, threatened which would be reasonably likely to have a material adverse effect on the right or ability of the Borrower to perform its obligations under this Agreement or the Contract;
 - (xii) no Encumbrance exists over the revenues of the Borrower or of any Subsidiary of the Borrower;
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- (xiii) the Borrower upon registration of this Agreement with the Exchange Department of the Bank of Guatemala shall have the legal right and authority to make remittances in Dollars for all sums owed to the Banks and the Agent including inter-alia principal and interest and no other authorisations from the Republic of Guatemala shall be required to allow the Borrower to make any such remittance of Dollars to the Agent on behalf of the Banks in New York;
- (xiv) the Republic of Guatemala is a member in good standing and eligible to use the resources of the International Monetary Fund, the International Bank for Reconstruction and Development and the Inter-American Development Bank;
- (xv) this Agreement is in proper legal form under the Laws of the Republic of Guatemala for the enforcement thereof against the Borrower and, if enforced under such laws, would constitute legal, valid, binding and enforceable obligations of the Borrower.

- (b) The representations, warranties and statements set out in sub-clause (a) of this Clause shall survive the execution of this Agreement and the making of each Loan hereunder and shall be deemed to be repeated at the time of the presentation of each Payment Request hereunder, at the time for the making of each Loan hereunder and at all times while any amount payable hereunder is outstanding as if made at each such time with reference to the facts and circumstances existing at such time.

12. General Undertakings

The Borrower agrees that from and after the date hereof and so long as any amount payable hereunder is outstanding or any of the Total Commitments are in force:-

- (a) the Borrower will furnish to the Agent in sufficient copies for all the Banks:-
 - (i) as soon as available, but not later than one hundred and eighty (180) days after the close of each fiscal year of the Borrower a copy of the audited profit and loss statement and balance sheet of the Borrower as at the end of such fiscal year, each prepared in accordance with generally accepted accounting principles and practices;

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- (ii) such information concerning the Contract and the financial condition of the Borrower and its Subsidiaries and such other information regarding the Borrowers and its Subsidiaries as the Agent or any Bank through the Agent may from time to time reasonable request.
- (b) The Borrower will obtain and promptly renew from time to time all such consents, licences, approvals and authorisations as may be required under any applicable law or regulation to enable it to perform its obligations under this Agreement or required for the validity or enforceability of this Agreement or the Contract or otherwise required in connection therewith and will comply with the terms of all such consents, licences, approvals and authorisations.
- (c) The Borrower will notify the Agent in writing of any Event of Default or any event which, with the giving of notice, lapse of time or both or other applicable conditions, would constitute an Event of Default forthwith upon the Borrower becoming aware of the occurrence thereof.
- (d) The Borrower will, promptly upon its becoming aware thereof, notify the Agent in writing of any litigation, arbitration or administrative proceedings which are commenced after the date hereof which, if adversely determined, would be reasonably likely to have a material adverse effect on the right or ability of the Borrower to perform its obligations under this Agreement or the Contract.
- (e) The Borrower shall provide to the Agent a copy, certified true on behalf of the Borrower, of every amendment or addendum made to the Contract after the date of this Agreement, such copy to be provided within thirty days of the same being signed by the Borrower.
- (f) (a) The Borrower will promptly, upon its becoming aware thereof, inform the Agent by telex of the date on which the required approvals, consents and authorisations from the Governmental authorities of the Republic of Guatemala enabling the Borrower to comply with its payment obligations under this Agreement shall have been obtained;

(b) (I) within twenty (20) days from the date on which the approvals, consents and authorisations referred to under (a) above have been obtained the Borrower shall pay to the Agent a sum equal to thirty per cent. (30%) of the total amount as provisionally estimated by SACE on the assumption that the Total Commitment will be drawn in full, of the aggregate premium payable to SACE under the SACE Insurance Guarantee in respect of the Loans;

(II) on each date falling every three months after the date on which the approvals, consents and authorisations referred to above have been obtained the Borrower shall promptly communicate to the Agent by written notice the value of the goods and services of Italian origin supplied by FATME to the Borrower during the immediately preceding three months period. The Agent on the basis of such communication will calculate (if necessary in consultation with SACE) and will give written notice to the Borrower of the amount which the Agent requires in order to pay the full amount of all premiums payable to SACE under the SACE Insurance Guarantee in relation to the Loan which is expected to be made to the Borrower for the purpose of financing according to the terms and conditions of this Agreement, the goods and services of Italian origin supplied by FATME during the relevant three months period.

The amounts so determined and communicated by the Agent to the Borrower shall be paid by the Borrower to the Agent within 30 days.

The amounts actually received by the Agent will be paid by the Agent to SACE upon receipt of instructions to this effect from the Borrower.

Whenever payment of premiums to SACE is delayed for more than 15 days from the date of receipt by the Agent of the relevant amount from the Borrower, the Borrower will be entitled to the payment of interest at a rate to be agreed upon with the Agent. Such interest will accrue starting from the date which is 15 days after the date of receipt of the relevant amount from the Borrower up to the date on which the premium will be paid by the Agent

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to SACE or, as the case may be, the day on which the Agent will receive from the Borrower instructions to return to it such amount;

(III) with respect to any portion of the Total Commitment not drawn hereunder within the term date, the Agent will promptly return to the Borrower after the Term Date any part of such amounts paid by the Borrower pursuant to paragraphs (I) and (II) above, actually reimbursed to the Agent by SACE and such amounts, if any, received by the Agent from the Borrower pursuant to paragraph (II) above but for any reason not already paid by the Agent to SACE.

(g) The Borrower, on the request of any Bank (made through the Agent) shall provide all such other acts as may be necessary or advisable to carry out the intent of this Agreement and to enable the Banks to obtain the full support of Mediocredito and SACE.

13. Pari-Passu and Negative Pledge

- (a) The Borrower undertakes that the Loans will constitute direct, unconditional and general obligations of, and will rank at least pari passu with all other unsecured indebtedness from time to time outstanding, issued, created or assumed by, the Borrower.
- (b) So long as any part of the Loans or any other amount under this Agreement remains outstanding the Borrower undertakes that without the prior written consent of the Majority Banks it shall not, and shall ensure that no Subsidiary will create, assume or permit to exist any Encumbrance over any of the present or future revenues or assets of the Borrower or such Subsidiary to secure any External Indebtedness unless at the same time all amounts which are or which may become due from the Borrower hereunder are secured in a manner acceptable to the Majority Banks, provided that notwithstanding the foregoing the Borrower may permit to subsist any such Encumbrance created by it or by any Subsidiary and existing at the date hereof which has been heretofore disclosed in writing to the Agent and the Banks.

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14. Events of Default

Upon the occurrence (howsoever caused) of any of the following events:-

- (a) the Borrower failing to pay when due any principal of or interest on any of the Loans hereunder or any other amount payable hereunder or under any agreement in connection herewith entered into with the Agent, the Banks and/or the Manager at or before the date hereof; or
- (b) the Borrower failing to comply with any of the provisions of Clauses 12(f) and 13 of this Agreement; or
- (c) any representation, warranty or statement made or deemed to have been repeated in this Agreement or in any certificate delivered by the Borrower hereunder or in connection herewith being incorrect in any respect materially prejudicial to the interest of the Banks hereunder when made or deemed to have been repeated; or
- (d) the Borrower defaulting in the due performance and observance of any other provision contained in this Agreement or in any agreement in connection herewith entered into with the Agent, the Banks and/or the Manager at or before the date hereof and, in any such case, if such default is capable of remedy, the Borrower shall have failed to cure such default within a period of thirty days after cable or telex notice thereof has been received by the Borrower from the Agent on behalf of the Banks; or
- (e) any other External Indebtedness of the Borrower becoming due and payable prior to the stated maturity thereof as a result of a default thereunder, or not being duly paid at the maturity thereof, or any guarantee given by the Borrower not being honoured when due and called upon; or
- (f) there shall occur any moratorium on the payment of all or any part of any External Indebtedness of the Borrower or any general arrangement having the same effect with

creditors of the Borrower other than the World Bank, the International Development Agency, the Interamerican Development Bank, the Central America Bank for Economic Integration and the Fondo de Inversiones de Venezuela; or

- (g)
 - (i) the termination of existence, liquidation, winding-up or (to the extent legally possible) bankruptcy of the Borrower or any order being made or any resolution, law or proceedings being passed, issued or commenced for such termination, liquidation, winding-up, or bankruptcy, or there being appointed a liquidator, trustee, receiver or similar officer of the Borrower or of or for all or any substantial part of its assets being levied or attached or distrained upon or becoming subject at any order of court or other process; or
 - (ii) any of the matters referred to in paragraph (i) above occurring in relation to a Subsidiary and the Majority Banks certify that in their opinion it is likely that the Borrower's ability to perform its obligations hereunder will be materially prejudiced thereby; or
 - (iii) the whole or any substantial part of the business, assets or properties of the Borrower or any Subsidiary being sold, transferred or otherwise disposed of otherwise than to or amongst the Borrower and its Subsidiaries or being seized, appropriated or taken into the custody of any governmental or other authority or person purporting to act under the authority of government or the Borrower or any Subsidiary ceasing to carry on any substantial part of its business and in any of the foregoing cases the Majority Banks certify that in their opinion it is likely that the Borrower's ability to perform its obligations hereunder will be materially prejudiced thereby; or
- (h) the Interest Make-up Agreement or the SACE Insurance Guarantee ceases to remain in full force and effect or is otherwise not complied with in relation to any Loan or any part of any Loan; or
- (i) the Republic of Guatemala ceasing to be a member in good standing or shall become ineligible to use the resources of

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the International Monetary Fund, International Bank for Reconstruction and Development or Inter-American Development Bank; or

- (j) there occurring any circumstances of a national or international financial, political, military or economic nature, which may in the reasonable opinion of the Majority Banks, materially and adversely affect the ability of the Borrower to perform its obligations under this Agreement or the validity or enforceability of such obligations; or
- (k) any change in any applicable constitutional provision, law, regulation, directive, treaty or other diplomatic agreement or any interpretation thereof by any governmental or other regulatory authority shall make it unlawful or impracticable for the Borrower to meet its obligations under this Agreement or any governmental or other license, approval, authorisation, consent or exemption required to enable the Borrower to perform its obligations under this Agreement is revoked, withdrawn or terminated or is modified in any material adverse respect;

then and in any such event, and at any time thereafter if any such event shall then be continuing, the Agent shall, if so directed by the Majority Banks and after consultation with SACE and Mediocredito, by notice to the Borrower:-

- (i) declare that the Total Commitments shall be cancelled forthwith whereupon the same shall be cancelled forthwith; and/or
- (ii) declare all the Loans immediately due and payable whereupon the same shall become immediately due and payable together with all interests accrued thereon and all other amounts payable hereunder.

15. Indemnity

The Borrower shall indemnify each Bank and the Agent and the Manager against any loss or reasonable expense which such Bank or the Agent or the Manager may sustain or incur as a consequence of any default in payment of the principal amount of the Loans or any part thereof or interest accrued thereon or any other amount due hereunder or as a consequence of the occurrence of any Event of Default hereunder, including but not limited to any loss (including loss of margin) or expense sustained or incurred in liquidating or employing funds acquired, or committed for or utilised to make, fund or maintain the Loans or any part thereof and any loss of any fee or other payment which such Bank, the

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Agent or the Manager would otherwise have received. The statement of the relevant Bank or the Agent or the Manager (as the case may be) of the amount of any such loss or expense shall, in the absence of manifest error, be final and conclusive and binding on the parties hereto.

16. Control Accounts

- (a) Each Bank will maintain and keep accounts or other records in accordance with its usual practice showing the aggregate amount of all sums advanced from time to time by such Bank hereunder and the interest and other charges accrued thereon from time to time and all payments with respect thereto made by or on behalf of the Borrower from time to time pursuant to this Agreement.
- (b) The Agent will maintain and keep control accounts showing the aggregate amount of all sums advanced from time to time by the Banks and the interest and other charges accrued thereon from time to time and all payments with respect thereto made by or on behalf of the Borrower from time to time pursuant to this Agreement. The accounts kept by the Agent shall constitute prima facie evidence of the Loans made by the Banks pursuant to this Agreement, of such accruals and of such payments.

17. Agent, Manager and Banks

- (a) Each Bank hereby irrevocably appoints and authorises the Agent to act as its agent under this Agreement, the SACE Insurance Guarantee and the Interest Make-up Agreement with such powers as are expressly delegated to the Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. The Agent shall have no duties or responsibilities except those expressly set out in this Agreement, the SACE Insurance Guarantee and the Interest Make-up Agreement. As to
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any matters not expressly provided for by this Agreement, the Agent shall act hereunder, under the Interest Make-up Agreement and the SACE Insurance Guarantee or in connection herewith or therewith in accordance with the instructions of the Majority Banks but, in the absence of any such instructions, the Agent may act or refrain from acting as it shall deem to be in the best interests of the Banks, and any such instructions and any action taken by the Agent in accordance herewith shall be binding upon all the Banks. The Agent shall not, by reason of this Agreement, the Interest Make-up Agreement, the SACE Insurance Guarantee or any other documents or instrument referred to herein be deemed to be a trustee for the benefit of any Bank, the Borrower or any other person. Neither the Agent nor the Manager nor any of their respective directors, officers, employees or agents shall be responsible to the Banks or the Manager for any recitals, statements, representations or warranties contained in this Agreement or any information pertaining to the Borrower or the Contractor or FATME or any other person or in any certificate or other document referred to, or provided for in, or received by any of them under, this Agreement for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, the Interest Make-up Agreement, the SACE Insurance Guarantee or any other documents referred to or provided for herein or therein or any collateral provided for hereby or thereby or for any failure by the Borrower to perform its obligations hereunder or by any other person to perform its obligations under such document. The Agent may employ agents and attorneys-in-fact and shall not be responsible to the Banks for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. Neither the Agent nor any of its directors, officers, employees or agents shall be responsible to the Banks for any action taken or omitted to be taken by it or them under or in connection with this Agreement, the Interest Make-up Agreement, the SACE Insurance Guarantee or any other document in connection herewith or therewith except for its or their own gross negligence or wilful misconduct.

- (b) The Agent shall be entitled to rely upon any certificate, notice or other document (including any cable, telegram or telex) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper person or persons, and upon the advice and statements of legal counsel and other experts selected by the Agent. The Agent may deem and treat each Bank (or
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assignee of any Bank of which the Agent has received notice as provided in this sentence) as the holder of the participation in the Loans made by such Bank (or as the holder of such participation acquired by such assignee) for all purposes hereof unless and until a notice of the assignment or transfer thereof satisfactory to the Agent signed by such Bank (or such assignee) shall have been furnished to the Agent.

- (c) The Agent shall not be deemed to have knowledge of the occurrence of any Event of Default unless the Agent has received written notice from a Bank, the Borrower or SACE describing such Event of Default. In the event that the Agent receives such a notice of the occurrence of any Event of Default or officers of the Agent engaged in the performance of the Agent's functions hereunder otherwise acquire actual knowledge that an Event of Default has occurred the Agent shall promptly give notice thereof to the Banks and to SACE and Mediocredito. The Agent shall take such action with respect to such Event of Default as shall be reasonably directed by the Majority Banks, after consultation with SACE and Mediocredito, provided that, unless and until the Agent shall have received such directions, the Agent may act, or refrain from acting, hereunder and under the Interest Make-up Agreement and the SACE Insurance Guarantee, with respect to such Event of Default, as it shall deem in the best interests of the Banks.
- (d) With respect to its Commitment and participation in the Loans (if any) each of the Manager and the Agent shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not the Manager or, as the case may be, the Agent and the term "Bank" and any similar term shall, unless the context clearly otherwise indicates, include each of the Manager and the Agent in its capacity as a Bank. The Agent and the Manager are their respective associated companies may accept deposits from, lend money to and generally engage in any kind of banking, trust or other business with the Borrower or the Contractor or FATME as if it were not the Agent, the Manager or, as the case may be, an associated company thereof, and it may accept and retain any fees or other consideration payable to it for its own account in connection with the transactions contemplated hereby without having to account therefor to any Bank or the Manager.
- (e) The Banks agree to indemnify the Agent (to the extent not reimbursed by the Borrower hereunder but without affecting the obligations of the Borrower hereunder) rateably in accordance with
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their respective participations in the Loans (or, if no Loan is then outstanding hereunder, ratably in accordance with their respective Commitments), for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, stamp Taxes or disbursements of any kind and nature whatsoever which may be imposed on, incurred by, or asserted against the Agent in its capacity as such in any way relating to or arising out of this Agreement, the Interest Make-up Agreement or the SACE Insurance Guarantee, or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (including without limitation, the costs and expenses which the Borrower is obligated to pay under Clause 18 but excluding normal administrative costs and expenses incident to the performance of its agency duties hereunder save to the extent that the same are increased as a result of the occurrence of an Event of Default) or the enforcement of any terms hereof or thereof, or the preservation of any rights hereunder or thereunder, provided that no Bank shall be liable for any of the foregoing to the extent they arise from the Agent's gross negligence or wilful misconduct.

- (f) Promptly after its receipt thereof, the Agent will forward to each Bank a copy of each report, notice or other document required by this Agreement to be delivered to the Agent by the Borrower for such Bank, provided that the Agent shall not be obliged to forward to any Bank a copy of any document received by it under Clauses 3 or 10 unless such Bank so requests in writing.
- (g) Each Bank acknowledges that it has, independently and without reliance on the Agent, the Manager or any other Bank, and based on such documents and information as it has deemed appropriate, made its own investigation of the affairs and financial condition of the Borrower, SACE and Mediocredito and agrees that it will, independently and without reliance upon the Agent, the Manager or any other Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under or in connection with this Agreement. Neither the Agent nor the Manager shall be required to keep itself informed as to the performance or observance by the Borrower of this Agreement or by the Borrower, the Contractor or FATME or any other person of any other document referred to or provided for herein or in connection herewith or to inspect the properties or books of the Borrower or any other person. Except (in the case of the Agent) for reports, notices and

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other documents expressly required to be furnished to the Banks by the Agent hereunder, neither the Agent nor the Manager shall have any duty or responsibility to provide any Bank with any information concerning the affairs, financial condition or business of the Borrower or any other person which may come into the possession of the Agent, the Manager or any of their respective associated companies. Nothing in this Agreement shall oblige the Agent to disclose any information relating to the Borrower or the Contractor or FATME or any other person if such disclosure would or might in the opinion of the Agent constitute a breach of any law or duty of secrecy or confidence.

- (h) The Agent shall not have any responsibility (i) to the Borrower on account of the failure of any Bank to perform its obligations hereunder or (ii) to any Bank on account of the failure of the Borrower to perform its obligations hereunder or (iii) to any person on account of the failure of Mediocredito or SACE to perform their respective obligations under the Interest Make-up Agreement, the Mediocredito Fee Letter or the SACE Insurance Guarantee. The Manager in its capacity as such shall have no obligations or responsibility of any kind or in connection with this Agreement or any other document referred to herein.
- (i) Except as expressly provided herein, the Agent is irrevocably authorised by the Borrower and the Banks to apply any payment received from the Borrower pursuant to or in relation to this Agreement in satisfaction of amounts due under or in relation to this Agreement in the following order:
 - (i) any fees, expenses and premiums of any kind whatsoever payable to the Agent, the Manager or any of the Banks in relation to this Agreement;
 - (ii) amounts due under Clauses 5(e), 8(b), 9(a), 12(f)(b), 15 and 22;
 - (iii) interest due under Clause 6(d);
 - (iv) interest due under Clause 6(b);
 - (v) amounts of principal due under this Agreement; and
 - (vi) other amounts (if any) then due under or in relation to this Agreement.

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(j) Unless the Agent shall have been notified in writing by the Borrower before 10,00 a.m. (Luxembourg time) on the Business Day prior to the date on which any payment to be made by the Borrower hereunder is due that the Borrower will not be remitting such payment in full on the due date, the Agent shall be entitled (but not obliged) to assume that the Borrower has so remitted such payment and the Agent may (but shall not be obliged to) make available to each Bank on such payment date an amount equal to such Bank's entitlement in such assumed payment in reliance on such assumption. If it proves to be the case that the Borrower has not in fact remitted such payment to the Agent, each Bank shall forthwith on demand repay to the Agent the amount of such assumed payment made available to such Bank, together with interest thereon until the date of repayment thereof at a rate determined by the Agent (such rate to be conclusive and binding on such Bank) in accordance with its usual banking practice for similar advances to banks of like standing to such Bank, in the currency of such payment due from the Borrower.

(k) Unless the Agent shall have received written notice from a Bank before 10,00 a.m. (London time) on the Business Day prior to the date for the making of any Loan that such Bank will not be making available to the Agent such Bank's participation therein, the Agent shall be entitled to assume that such Bank has made its participation therein available to the Agent on such date, and the Agent may (but shall not be obliged to) make available to the Borrower a corresponding amount in reliance upon such assumption. If such Bank has not in fact so made available its participation, the Agent shall be entitled to recover such corresponding amount, together with interest thereon to the date of recovery thereof at the rate determined by the Agent to represent the cost to it of making such corresponding amount available to the Borrower (such rate of interest to be conclusive and binding on such Bank) on written demand (which the Agent shall make promptly) from such Bank.

18. Expenses and Fees

(a) Unless any order to the contrary is made by any competent court or jurisdiction, the Borrower shall reimburse the Agent and the Banks for any reasonable charges and expenses incurred by them in connection with the enforcement of, or preservation of any rights of the Agent and/or the Banks against the Borrower under this Agreement.

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- (b) The Borrower shall pay to the Agent on demand by the Agent all duly certified expenses (including legal, printing, travel and out-of-pocket expenses and inclusive of VAT where applicable) incurred by the Agent in connection with the negotiation, preparation, syndication and execution of this Agreement and the arrangement of the facility provided hereunder.
- (c) The Borrower shall pay or shall indemnify the Agent, the Manager and the Banks against any and all stamp, registration and similar taxes imposed by law or by any governmental authority and which may be payable or determined to be payable in connection with the execution, delivery, performance or enforcement of this Agreement. The Borrower shall indemnify the Agent, the Manager and the Banks against any and all liabilities with respect to or resulting from delay or omission to pay such Taxes.
- (d) The Borrower shall pay to the Agent for distribution to the Banks a Commitment Fee on the average daily unused portion of the Commitment from the date of this Agreement until the Term Date at a rate of one half of one per cent. ($\frac{1}{2}\%$) per annum payable in arrears the first time on the earlier of (a) the date on which the first Loan is made under this Agreement and (b) the date which is seven (7) months after the date of this Agreement and thereafter on each date on which a Loan is made to the Borrower under this Agreement and on the Term Date provided however that on each date on which the Commitment Fee shall become payable by the Borrower as aforesaid the amount due in respect thereof shall be reduced by an amount equal to the Commitment Fee which on that date shall have accrued although not yet become payable by Mediocredito to the Agent in accordance with the Mediocredito Fee Letter. Commitment Fee shall accrue from day to day and shall be calculated on the basis of a year of 360 days and for the actual number of days elapsed.

19. Waivers, Remedies Cumulative

No failure to exercise and no delay in exercising by any party hereto any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights provided by law.

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20. Notices

All notices, requests, demands or other communications to or upon the respective parties hereto shall be duly given or made if despatched in writing—by telex, telegram or cable to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, addressed as follows:-

- (i) if to any of the Banks, at its address specified therefor at the end of this Agreement;
- (ii) if to the Borrower, at 7 A. Av. 12-39, Zona 1, Guatemala City, Republic of Guatemala, telex no. 00372-5333 GEGUAT/GU;
Attention: Carlos E. Zapparolli Portilla - gerente;
- (iii) if to the Agent, at 26, Boulevard Royal, Luxembourg - Grand Duchy of Luxembourg, telex 2436 BRINT;
Attention: Loans Administration Department;

or at such other address as may have been notified in writing by the intended addressee to the party effecting such communication (and any communication to be given or made hereunder in writing shall be deemed to be so given or made if given or made by telex confirmed forthwith thereafter in writing, the telex version of such communication to be the effective version for the purposes hereof). All such notices, requests, demands or other communications, if duly given or made, shall be effective upon receipt (or, if received on a non-working day in the place of receipt, on the first day after receipt which is a working day in such place) and if sent by telex, they shall be deemed to be received if and when the addressee's answer-back shall have been received at the end of transmission unless such telex is received garbled and the sender fails to retransmit such telex promptly after the recipient's request for retransmission (and if such request is not made on the date of receipt, such telex shall be deemed not to have been —garbled when received).

21. Assignments

- (a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Banks, the Agent and their respective successors and assigns, except that the Borrower may not assign or transfer

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all or any part of its rights or obligations hereunder without the prior written consent of all the Bank.

- (b) Each Bank may at any time assign or transfer all or any part of its rights or obligations hereunder to any person. Each Bank may advance or maintain its participation in any Loan otherwise than through its office identified under its name at the end of this Agreement.
- (c) In the event that a Reference Bank which is a Bank under this Agreement shall assign the whole of its rights hereunder, the Agent will in consultation with the Borrower, Mediocredito and the Banks appoint another Bank to replace such Bank as a Reference Bank.
- (d) Each Bank may disclose to any proposed assignee, transferee or sub-participant thereof permitted pursuant to this Clause or to SACE and Mediocredito any information and documents furnished to it hereunder or in connection herewith.

22. Currency Indemnity

- (a) In the event of a judgment or order being rendered by any competent court or tribunal for the payment of any amounts owing to the Agent or any Bank under or in respect of this Agreement or under or in respect of a judgment or order of another court or tribunal for the payment of such amounts, such judgment or order being expressed in a currency (the "Judgment Currency") other than the currency due hereunder (the "Agreed Currency"), the Borrower agrees to indemnify and hold harmless the Agent and such Bank against any deficiency in terms of the Agreed Currency in the amounts received by the Agent or such Bank (as the case may be) arising or resulting from any variation as between (i) the rate of exchange at which the Agreed Currency is converted into the Judgment Currency for the purposes of such judgment or order, and (ii) the rate of exchange at which the Agent or the Bank (as the case may be) is able in accordance with its normal practice to purchase the Agreed Currency with the amount of the Judgment Currency actually received by the Agent or such Bank (as the case may be) on the Business Day following such receipt.
 - (b) The above indemnity shall constitute a separate and independent obligation of the Borrower from its other obligations hereunder
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and shall not be affected by judgment being obtained for any other sums due under or in respect of this Agreement. The term "rate of exchange" shall include any official currency premium and any costs of exchange payable in connection with the purchase of, or conversion into, the Agreed Currency.

23. Set-Off and Redistribution of Payments

(a) The Borrower hereby authorises each of the Agent and the Banks (but without obligations on the part of any of them) in the event of any non-payment by the Borrower of any amounts hereunder when due:-

- (i) to apply any credit balance in any currency standing upon any account of the Borrower with any branch of such Bank in or towards satisfaction of any sum whether or principal, interest or otherwise at any time due to such Bank, pursuant to this Agreement; and
- (ii) in the name of the Borrower or of such Bank to do all such acts and to execute all such documents as may be required to effect such application.

Each bank will promptly notify the Agent of any exercise by such Bank of the authority granted to such Bank by this Clause 23(a) and, upon receipt of such notification, the Agent shall notify the Borrower.

(b) If at any time any Bank (the "Receiving Bank") receives payment (otherwise than through the Agent and whether by set-off or otherwise) in respect of, or recovers any amount owing to such Bank by the Borrower hereunder then,

- (i) the receiving Bank shall forthwith notify the Agent and shall, within 30 days after receipt, pay to the Agent an amount equal to the amount so paid to or recovered by it;
- (ii) such amount shall be treated by all the parties hereto as not having been paid to or recovered by the receiving Bank but as having been paid to the Agent by the Borrower in accordance with Clause 8; and
- (iii) such amount shall be treated by all the parties hereto as being a payment by the Borrower on account of any and all

sums then due and payable by the Borrower to the Agent and the Banks hereunder and the Agent shall distribute such amount accordingly,

provided that where the amount received or recovered by a Receiving Bank is received or recovered as a consequence of the satisfaction in legal proceedings to which the Receiving Bank is a party, this Clause 23(b) shall not apply so as to benefit any other Bank which did not join with the Receiving Bank in such proceedings unless the Receiving Bank did not give prior written notice of its involvement in such proceedings to the Agent for disclosure to the other Banks, and provided further that if a Receiving Bank is subsequently required to repay to the Borrower any amount received or recovered by it and dealt with under paragraphs (i), (ii) and (iii) above, each Bank shall promptly repay to the Agent for the account of the Receiving Bank the portion of such amount distributed to it, together with interest hereon at a rate sufficient to reimburse the Receiving Bank for any interest which it has been required to pay to the Borrower in respect of such portion of such amount.

24. Governing Law and Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with laws of Luxembourg.
- (b) The Borrower agrees that should the Agent or any Bank bring judicial proceedings against it in relation to any matters arising out of this Agreement no immunity from jurisdiction or from such judicial proceedings (whether prior to the entry or in aid of execution upon a judgment), or from judgment or execution of judgment shall be claimed by or on behalf of the Borrower, hereby expressly irrevocably waiving any such right to immunity which it now has or may hereafter acquire. The Borrower hereby consents generally in respect of any legal action or proceedings arising out of or in connection with this Agreement to the giving of any relief or the issue of any process in connection with such action or proceedings including without limitation, the making, enforcement or execution of any order or judgment which may be made or given in such action or proceedings.
- (c) Any legal action or proceedings with respect to this Agreement against the Borrower may be brought in the Courts of Luxembourg or

in the Courts of Guatemala or in any other competent Court as any Bank or the Agent may elect, and, by execution and delivery of this Agreement the Borrower hereby irrevocably accepts, for itself and in respect of its assets and revenues, generally and unconditionally the non-exclusive jurisdiction of the aforesaid Courts and hereby irrevocably designates, appoints and empowers in the case of the Courts of Luxembourg the Ambassador of the Republic of Guatemala in the Kingdom of Belgium with offices on the date hereof at Boulevard Saint Michel 3, Bruxelles 4, Kingdom of Belgium, his successors or any other person acting on behalf of such Ambassador to receive, for and on behalf of itself service of process in connection with any suit, action or proceeding with respect to this Agreement in the Grand Duchy of Luxembourg. It is understood that a copy of such process served on such person will be promptly forwarded by airmail to the Borrower at its address hereinbefore mentioned by the relevant Bank or the Agent but failure by the Borrower to receive a copy of such process shall not affect in any way the service of such process on such person. The Borrower hereby irrevocably waives any objection it may now or hereafter have to the laying of venue of any such action or proceedings brought in any such Court as aforesaid and any claim it may now or hereafter have that such action or proceedings has been brought in an inconvenient forum. Nothing herein shall affect the right to serve process in any other manner permitted by applicable law.

25. Miscellaneous

- (a) This Agreement may be executed in any number of counterparts and by the different parties hereto or different counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- (b) Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed on the date first written above.

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SCHEDULE A

ITALIAN PAYING AGENCY LETTER

To: Banco di Roma

, 1985

Dear Sirs,

Facility of US \$14,635,555 to
Empresa Guatemalteca de Telecomunicaciones, GUATEL
(the "Borrower") in connection with the contract
(the "Contract") dated 23rd January, 1985 between
the Borrower and Ericsson de Guatemala, Sociedad Anonima
(the "Contractor")

1. We refer to the credit agreement (the "Credit Agreement") dated
, 1985, made between the Borrower, the Manager therein
mentioned, certain banks and financial institutions parties thereto
as Banks (the "Banks") and Banco di Roma International S.A. as
Agent for the Banks which establishes the above-captioned facility.
2. Terms defined in the Credit Agreement have the same meanings in
this Letter.
3. We write to confirm your appointment as Italian Paying Agent under
the Credit Agreement for the purposes therein referred to. By its
contersignature of this letter, the Contractor and Fabbrica
Apparecchiature Telefoniche e Materiale Elettrico "Brevetti Eric-
sson" S.p.A. ("FATME") concur in such appointment.
4. Promptly after each request therefor made to you by FATME, you will
issue to FATME the necessary "benestare bancario" in respect of
goods to be exported from Italy under the Contract.
5. Promptly after each request therefor made to you by the Agent
and/or FATME, you will supply to FATME or (if so requested) will
send to the Agent by tested telex and express airmail or by courier
appropriate forms Fl01 (or certified copies thereof) duly completed
in respect of goods exported from Italy under the Contract.

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6. Promptly after each request therefor made to you by the Agent and/or FATME, you will supply to FATME or (if so requested) will send to the Agent by tested telex and express airmail or by courier a certificate showing whether or not all down-payments have been made in respect of any goods and/or services to be supplied by FATME under the Contract.
7. Promptly on receipt of any sums transferred to your account by the Agent pursuant to Clause 3(c) of the Credit Agreement:
 - (a) you will certify to FATME that you have received such sums for its account and will for same day value, subject to Italian Exchange Control regulations applicable at the time, pay the proceeds to FATME in accordance with its instructions to you;
 - (b) you will certify to Mediocredito Centrale and the Agent, in accordance with the provisions of and in the form required by, the Interest Make-up Agreement, that you have received such sums for the account of FATME, the amount of such sums and the value date on which you received such sums in your account specified in, or pursuant to, Clause 3(c) of the Credit Agreement, and do such other things as may be required of you under the Interest Make-up Agreement in order that the Agent may receive as soon as possible the interest contribution and fees payable by Mediocredito Centrale under the Interest Make-up Agreement and the Mediocredito Fee Letter;
 - (c) if so required by SACE, you will certify to SACE that you have received such sums for the account of FATME in order that SACE may issue the appropriate certificates evidencing its coverage under the SACE Insurance Guarantee of the corresponding Loans.
8. You will forward to the Agent the said certificates of SACE promptly upon receipt of the same.
9. Any and all sums received by you from SACE under the SACE Insurance Guarantee shall be received as agent for the Agent and, forthwith upon receipt of each such sum, you will pay the same to the Agent's account provided for in Clause 8(a) of the Credit Agreement.
10. You will act as the agent of the Agent to receive, on behalf of the Agent, service of process in Italy in relation to the SACE Insurance Guarantee as provided by Article 19.2 thereof and will promptly inform the Agent of any process or other documents which you receive thereunder.

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11. This letter is governed by Luxembourg law and by agreeing to its terms you will irrevocably submit to the non-exclusive jurisdiction of the Courts of Luxembourg.

12. Please signify your agreement to the foregoing by returning to the Agent, the Contractor and FATME the enclosed copies of this letter duly signed by you.

Yours faithfully,

Banco di Roma International S.A.
(as Agent for the Banks)

by:

We concur in the above.

Ericsson de Guatemala S.A.

Fabbrica Apparecchiature
Telefoniche e Materiale
Elettrico "Brevetti Eric-
sson" S.p.A. (FATME)

by:

by:

To: Banco di Roma International S.A. (as Agent for the Banks)

For valuable consideration the existence of which is hereby acknowledged, we hereby confirm acceptance of our appointment as Italian Paying Agent in the terms of your letter to us dated , 198 of which the above is a true copy and confirm our acceptance of such terms.

Yours faithfully,

Banco di Roma

by:

SCHEDULE 3

PART I
PAYMENT REQUEST

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To: (Agent)

cc: (Borrower)

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Dear Sirs,

- (1) We refer to a Credit Agreement (the "Credit Agreement") dated , 198 and entered into between Empresa Guatemalteca de Telecomunicaciones, GUATEL as Borrower, the Manager mentioned therein, the Banks whose name appears at the end of the Credit Agreement, and yourselves as Agent. Terms defined in the Credit Agreement shall have the same meaning when used herein.
- (2) With reference to the Loans to be made to the Borrower under the Credit Agreement we hereby request that a payment in the amounts of U.S. \$ be made to us on in accordance with Clause 3(c) of the Credit Agreement in order to satisfy a payment or payments due to us under the Contract (as defined in the Credit Agreement) in an aggregate amount equal to that stated above.
- (3) We hereby confirm that the payment or payments referred to above are due to be made by the Borrower to us under the Contract in respect of goods and/or services of Italian origin supplied by us thereunder and that such payment represents% of the price of such goods and/or services.
- (4) We are arranging for there to be delivered to you the documents referred to in Schedule B Part III of the Credit Agreement. This request shall become effective as a Payment Request under the Credit Agreement in accordance with and subject to the provisions of Schedule B Part II thereof.

Handwritten signature and number 73

(5) We hereby confirm that all and any down-payments required to be made to us under the Contract in respect of the goods and/or services concerned have been paid.

.....
For and on behalf of
(FATME)

Mandatory Requirements of Form for Payment Requests:

1. Payment Requests must be in letter form signed by an authorised signatory of FATME.
2. Payment Requests must specify the amount in Dollars of the proposed payment(s), which amount must be a minimum aggregate amount of
3. Payment Requests must specify the date on which the payment thereby requested is to be made, which date must be a Banking Day falling during the Commitment Period.
4. Once given Payment Requests may only be revoked or amended by written or telex notice from each of the Borrower and FATME to the Agent to be received by the Agent on a Business Day not less than four Business Days prior to the originally proposed date for the making of the payment thereby requested. Notice of revocation or amendment by one only of the Borrower or FATME will be ineffective in all circumstances.

SCHEDULE B

PART II

CONDITIONS FOR EFFECTIVENESS OF
PAYMENT REQUESTS

1. No Payment Request shall be or become effective before it is received by the Agent nor:-
 - (a) until the Agent has confirmed to the Borrower and FATME that it has received all the conditions precedent required under Clauses 10(a), (b) and (c);
 - (b) until the Agent has received the required supporting documents therefor as listed in Schedule B Part III;
 - (c) until the Agent has received the expenses referred to in Clause 18(b) in all respects in accordance with the provisions of Clause 8(a) and (b);
 - (d) if the amount thereby requested to be paid is such that Payment Requests would have been received by the Agent under this Agreement requesting payments and Loans of amounts which, in the aggregate, exceed the Total Commitment; or
 - (e) until the Agent has received from the Borrower its approval to the relevant Payment Request in the form of Annex A to Schedule B duly executed by an authorised officer of the Borrower.

2. If any Payment Request becomes effective after or less than five Banking Days before the date upon which payment is thereby requested, such Payment Request shall be deemed to have requested such payment to be made on the fifth Banking Day after such Payment Request becomes effective.

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SCHEDULE B

PART III
DOCUMENTS REQUIRED IN SUPPORT
OF PAYMENT REQUESTS

Each Payment Request must be supported by the following documents, all of which must be delivered to the Agent:

1. form F101 (or any other form which may be required by Mediocredito for the purposes of the Interest Make-up Agreement) duly completed or certified by the Italian Paying Agent in respect of any goods or services payment for which is requested by such Payment Request and showing, in the case of goods, that such goods are to be exported from Italy pursuant to a "benestare bancario" (being a certificate of clearance previously issued in respect of the Contract by the Italian Paying Agent on behalf of the Italian exchange control authorities);
2. copies of invoices issued by FATME and certified by the Italian Paying Agent for amounts payable by the Borrower under the Contract in respect of goods and/or services of Italian origin supplied by FATME pursuant to the Contract payment for which is requested by such Payment Request, each such invoice to indicate on its face the amount (if any) thereof representing any down payment due in respect of such goods and/or services and, in the case of an invoice relating only to services, to be countersigned by the Borrower by way of approval;
3. a certificate from the Italian Paying Agent stating that all down payments due to FATME under the Contract with respect to the goods and/or services referred to in the aforesaid invoices have been made;
4. non-negotiable copies of all bills of lading or airway bills relating to any goods referred to in the aforesaid invoices or, alternatively, copies of receipts issued by the Borrower for such goods, together with copies of the certificates of origin relating to such goods.

SCHEDULE B

ANNEX A

To: Agent =-

cc: FATME

Dear Sirs,

Re: Facility of U.S. \$14,636,555 to Empresa Guatemalteca de Telecomunicaciones, Guatel (the "Borrower") in connection with the contract (the "Contract") dated 23rd January, 1985 between the Borrower and Ericsson de Guayemala, Sociedad Anonima.

We refer to:

- (a) the Credit Agreement (the "Credit Agreement") dated 1985, made between the Borrower, the Manager therein mentioned, certain banks and financial institutions parties thereto as Banks (the "Banks") and Banco di Roma International S.A. as Agent for the Banks which establishes the above mentioned facility;
- (b) the Payment Request delivered to you by FATME on _____ by which FATME has requested that a payment be made to themselves, under the Credit Agreement in the amount of U.S. \$ _____ on _____

We hereby approve such payment in accordance with the request of FATME referred to above and request you that a loan be made to ourselves as Borrower under the Credit Agreement in the amount of U.S. \$ _____ on _____ and that the proceeds thereof be disbursed in accordance with Clause 3(c) of the Credit Agreement to satisfy the relevant payment(s) due to FATME under the Contract in an aggregate amount equal to that of the Loan.

.....
For and on behalf of -
Empresa Guatemalteca de
Telecomunicaciones, Guatel

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SCHEDULE C

Opinion of the Borrower's Counsel
(Letterhead of Counsel to the Borrower)

To: Banco di Roma International S.A.

, 1985

for itself and as Agent for the Banks (as defined in the Credit Agreement referred to below)

Dear Sirs,

We have acted as counsel for Empresa Guatemalteca de Telecomunicaciones (the "Borrower") in connection with the Credit Agreement (the "Agreement") dated , 1985 among the Borrower, Banco di Roma International S.A. as Manager, the Banks named therein, and Banco di Roma International S.A. as Agent, providing for loans to the Borrower in the aggregate principal amount of U.S \$14,636,555.=.

In connection therewith, we have conducted an examination of law and fact and have examined the following documents:

- (i) An executed copy of the Agreement.
- (ii) Decree No. , dated of the Republic of Guatemala, as amended by (the "Guatel Law").
- (iii) Board Resolution No. dated authorising the execution, delivery and performance of the Contract by the Borrower.
- (iv) Board Resolution No. dated authorising the execution, delivery and performance of the Agreement by the Borrower.
- (v) Specimen signature of the persons who have executed the Agreement and who are empowered to execute any document to be delivered by the Borrower pursuant thereto.

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- (vi) Resolution No. dated of the Monetary Board of the Republic of Guatemala authorising the negotiation, execution, delivery and performance by the Borrower of the Agreement.
- (vii) Resolution No. =- dated of the Commission approving the transaction contemplated by the Agreement.
- (viii) (Specify such other laws, decrees, regulations, resolutions, etc. as are appropriate to evidence corporate authorisations, requisite government approvals, consents or authorisations).

We also have reviewed such matters of law and examined such other documents, records, agreements and certificates as we have considered relevant hereto.

Except as expressly specified herein, all terms used herein and defined in the Agreement shall have the respective meanings ascribed to them in the Agreement.

Based on the foregoing, we are of the opinion that:

1. The Borrower is an autonomous public institution of the Republic of Guatemala with its own juridical personality and patrimony pursuant to the Guatel Law, is duly organised, validly existing and in good standing under the laws of the Republic of Guatemala, and has full power, authority and legal right to incur the indebtedness and other obligations provided for in the Agreement and the Contract, to execute and deliver the Agreement and the Contract and to perform and observe the terms and provisions hereof and thereof.
2. The execution, delivery and performance of the Agreement and the Contract have been duly authorised by all necessary action on the part of the Borrower.
3. The execution, delivery and performance of the Agreement have been duly approved and authorised by all necessary action on the part of the Republic of Guatemala and, as provided in art. 27 of Guatel's Law, the obligations of the Borrower under the Agreement are unconditionally and irrevocably guaranteed by the Republic of Guatemala.
4. The execution, delivery and performance by the Borrower of the Agreement and the Contract will not (i) violate any constitutional provision or any

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law, decree, regulation or treaty or any order or judgment of any court or other agency of government of or in the Republic of Guatemala or the organic law or regulations of the Borrower, (ii) violate, be in conflict with, result in a breach of or constitute a default under any mortgage, indenture, contract, undertaking or other agreement to which the Borrower is a party or which is binding upon its properties, assets or revenues, or (iii) result in the creation or imposition of any security interest, lien, charge or other encumbrance of any nature whatsoever upon any of its properties, assets or revenues.

5. All consents, licences, permits, approvals or authorisations of, exemptions from, or filings or registrations with, any governmental authority and department, branch or agency thereof required by the Constitution, laws, decrees or regulations of the Republic of Guatemala for the execution, delivery and performance by the Borrower of this Agreement and the Contract, including the payment of Dollars to the Banks as provided in the Agreement have been obtained and are in full force and effect.
6. There are no proceedings pending, or so far as we know, threatened against the Borrower, before any court, arbitrational tribunal or administrative agency which, if adversely determined, may adversely affect the financial condition of the Borrower or its operations.
7. The Borrower is not a party to any agreement or instrument or subject to any charter or other restriction adversely affecting its business, properties, assets, operations or condition (financial or otherwise). The Borrower is not in default in any manner which would affect its business, properties or assets, operations or condition (financial or otherwise), in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which it or any of its properties or assets is bound, nor is the Borrower in default in the payment of any sum under any such agreement or instrument.
8. Under the laws of the Republic of Guatemala, the Borrower is subject to civil and commercial law with respect to its obligations under the Agreement and the performance of the Agreement and its obligations thereunder constitute private and commercial acts rather than governmental or public acts, and the Borrower has no right to immunity from suit, set-off, judgment, execution or a judgment or attachment prior to judgment or in aid of execution in respect of its obligations under the

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Agreement and the consent to jurisdiction and the waiver of immunity contained in Clause 24 of the Agreement is irrevocably binding on the Borrower and would be given effect in any judicial or administrative proceeding in the Republic of Guatemala.

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9. According to the constitution and the Laws of the Republic of Guatemala the Borrower has no right to waive immunity with respect to its assets, properties or revenues.
10. The Agreement is in proper legal form under the laws of Guatemala for the enforcement thereof against the Borrower and in any proceeding taken in the Republic of Guatemala for the enforcement of the Agreement the choice of Luxembourg Law as the governing law of the Agreement will be recognised and enforced, and any judgment on the Agreement obtained in Luxembourg or elsewhere against the Borrower will be recognised and enforced by the Courts of Guatemala without a further review of the merits. If the Agreement were to be sued out before a court of Guatemala such court would recognise and give effect to the provisions in the Agreement where the Agreement is expressed to be governed by an construed in accordance with Luxembourg Law, and there are no provision in the Agreement which are repugnant to the Laws of Guatemala or would, for any reason, be held in the courts of Guatemala to be unenforceable.
11. There are no stamp taxes, registration taxes, duties or official or sealed paper taxes or similar charges now due, or which under the present laws of the Republic of Guatemala could in the future become due, in connection with the Agreement and in connection with the enforcement thereof.
12. All filings, registrations and recordings of the Agreement in any public office of Guatemala, that are necessary to assure the validity, effectiveness, performance and enforceability of the Agreement have been duly made and are in full force and effect. It is not necessary that any other instrument relating to the Agreement be executed, delivered, filed, registered or recorded in any such public office in order to assure the validity, effectiveness, performance and enforceability thereof.
13. The Loans when made, will rank in right of payment and of security at least pari passu in all respects with all present and future unsecured indebtedness of the Borrower.
14. The properties, assets and revenues of the Borrower are not subject to any mortgage, lien, security, interest, pledge or other charge or encumbrance or any similar arrangement of any kind.

15. The Borrower has not taken any action nor have any other steps been taken or legal proceedings been started or to our knowledge threatened against the Borrower for its winding-up, dissolution or re-organisation or for the appointment of a liquidator or similar officers of its or of any or all of its assets or revenues.
16. No Event of Default or other event which, with the giving of notice and/or lapse of time and/or the certification of materiality, might constitute an Event of Default has occurred and continues unremedied.
17. Under the Laws of Guatemala, a judgment in a court of Guatemala with respect to a claim brought with regard to the Agreement may be expressed in Dollars.
18. Neither the Agent nor the Banks will be deemed to be resident, domiciled, carrying on business, or subject to taxation in Guatemala by reason only of the execution, performance and/or enforcement of the Agreement, nor are they required to be so resident or domiciled in order to enforce the Agreement in Guatemala.
19. It is not necessary under the Laws of Guatemala (i) in order to enable the Agent or the Banks to enforce their rights under the Agreement or (ii) by reason of the execution, delivery and performance of the Agreement by each of them, that either of them should be licensed, qualified or otherwise entitled to carry on business in Guatemala.
20. The Republic of Guatemala is a member in good standing and eligible to use the resources of the International Monetary Fund, the International Bank for Reconstruction and Development and the Inter-American Development Bank.
21. There is no income or other tax of the Republic of Guatemala, imposed by withholding or otherwise, which is imposed on any payment to be made by the Borrower pursuant to the Agreement or which is imposed on or by virtue of the execution or delivery of the Agreement by the Borrower or any other documents or instruments to be executed and delivered by the Borrower thereunder.
22. The provisions of Clause 8 (b) of the Agreement are valid, binding and enforceable under the laws of the Republic of Guatemala.

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The foregoing opinion may continue to be relied upon as being true and correct up to the date of each advance under the Agreement unless we notify the Agent in writing to the contrary at or prior to such date.

This opinion relates solely to matters of the Laws of Guatemala.

Very truly yours,

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SCHEDULE D

Opinion of the Agent's Counsel in Guatemala

To: Banco di Roma International S.A.

, 1985

for itself and as Agent for the Banks (as defined in the Credit Agreement referred to below)

Dear Sirs,

We have acted as your legal advisers in the Republic of Guatemala in connection with the Credit Agreement (the "Agreement") dated _____, 1985 among Empresa Guatemalteca de Telecomunicaciones as Borrower, Banco di Roma International S.A. as Manager, the Banks named therein and Banco di Roma International S.A. as Agent, providing for loans to the Borrower in the aggregate principal amount of U.S. \$14,636,555.=.

In connection therewith, we have conducted an examination of law and fact and have examined the following documents:

- (i) An executed copy of the Agreement.
- (ii) Decree No. _____, dated _____ of the Republic of Guatemala, as amended by _____ (the "Guatel Law").
- (iii) Board Resolution No. _____ dated _____ authorising the execution, delivery and performance of the Contract by the Borrower.
- (iv) Board Resolution No. _____ dated _____ authorising the execution, delivery and performance of the Agreement by the Borrower.
- (v) Specimen signature of the persons who have executed the Agreement and who are empowered to execute any document to be delivered by the Borrower pursuant thereto.
- (vi) Resolution No. _____ dated _____ of the Monetary Board of the Republic of Guatemala authorising the negotiation, execution, delivery and performance by the Borrower of the Agreement.

(vii) Resolution No. , dated of the Commission approving the transaction contemplated by the Agreement.

(viii) (Specify such other laws, decrees, regulations, resolutions, etc. as are appropriate to evidence corporate authorisations, requisite government approvals, consents or authorisations).

We also have reviewed such matters of law and examined such other documents, records, agreements and certificates as we have considered relevant hereto.

Except as expressly specified herein, all terms used herein and defined in the Agreement shall have the respective meanings ascribed to them in the Agreement.

Based on the foregoing, we are of the opinion that:

1. The Borrower is an autonomous public institution of the Republic of Guatemala with its own juridical personality and patrimony pursuant to the Guatel Law, is duly organised, validly existing and in good standing under the laws of the Republic of Guatemala, and has full power, authority and legal right to incur the indebtedness and other obligations provided for in the Agreement and the Contract, to execute and deliver the Agreement and the Contract and to perform and observe the terms and provisions hereof and thereof.
2. The execution, delivery and performance of the Agreement and the Contract have been duly authorised by all necessary action on the part of the Borrower.
3. The execution, delivery and performance of the Agreement have been duly approved and authorised by all necessary action on the part of the Republic of Guatemala and, as provided in art. 27 of Guatel's Law, the obligations of the Borrower under the Agreement are unconditionally and irrevocably guaranteed by the Republic of Guatemala.
4. The execution, delivery and performance by the Borrower of the Agreement and the Contract will not (i) violate any constitutional provision or any law, decree, regulation or treaty or any order or judgment of any court or other agency of government of or in the Republic of Guatemala or the organic law or regulations of the Borrower, or (ii) result in the creation or imposition of any security interest, lien, charge or other encumbrance of any nature whatsoever upon any of its properties, assets or revenues.

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- 3.
5. All consents, licences, permits, approvals or authorisations of, exemptions from, or filings or registrations with, any governmental authority and department, branch or agency thereof required by the Constitution, laws, decrees or regulations of the Republic of Guatemala for the execution, delivery and performance by the Borrower of this Agreement and the Contract, including the payment of Dollars to the Banks as provided in the Agreement have been obtained and are in full force and effect.
 6. Under the laws of the Republic of Guatemala, the Borrower is subject to civil and commercial law with respect to its obligations under the Agreement and the performance of the Agreement and its obligations thereunder constitute private and commercial acts rather than governmental or public acts, and the Borrower has no right to immunity from suit, set-off, judgment, execution on a judgment or attachment prior to judgment or in aid of execution in respect of its obligations under the Agreement and the consent to jurisdiction and the waiver of immunity contained in Clause 24 of the Agreement is irrevocably binding on the Borrower and would be given effect in any judicial or administrative proceeding in the Republic of Guatemala.
 7. According to the constitution and the Laws of the Republic of Guatemala the Borrower has no right to waive immunity with respect to its assets, properties or revenues.
 8. The Agreement is in proper legal form under the laws of Guatemala for the enforcement thereof against the Borrower and in any proceeding taken in the Republic of Guatemala for the enforcement of the Agreement the choice of Luxembourg Law as the governing law of the Agreement will be recognised and enforced, and any judgment on the Agreement obtained in Luxembourg or elsewhere against the Borrower will be recognised and enforced by the Courts of Guatemala without a further review of the merits. If the Agreement were to be sued out before a court of Guatemala such court would recognise and give effect to the provisions in the Agreement where the Agreement is expressed to be governed by an construed in accordance with Luxembourg Law, and there are no provision in the Agreement which are repugnant to the Laws of Guatemala or would, for any reason, be held in the courts of Guatemala to be unenforceable.
 9. There are no stamp taxes, registration taxes, duties or official or sealed paper taxes or similar charges now due, or which under the present

laws of the Republic of Guatemala could in the future become due, in connection with the Agreement and in connection with the enforcement thereof.

10. All filings, registrations and recordings of the Agreement in any public office of Guatemala, that are necessary to assure the validity, effectiveness, performance and enforceability of the Agreement have been duly made and are in full force and effect. It is not necessary that any other instrument relating to the Agreement be executed, delivered, filed, registered or recorded in any such public office in order to assure the validity, effectiveness, performance and enforceability thereof.
 11. The Loans when made, will rank in right of payment and of security at least pari passu in all respects with all present and future unsecured indebtedness of the Borrower.
 12. The Borrower has not taken any action nor have any other steps been taken or legal proceedings been started or to our knowledge threatened against the Borrower for its winding-up, dissolution or re-organisation or for the appointment of a liquidator or similar officers of its or of any or all of its assets or revenues.
 13. Under the Laws of Guatemala, a judgment in a court of Guatemala with respect to a claim brought with regard to the Agreement may be expressed in Dollars.
 14. Neither the Agent nor the Banks will be deemed to be resident, domiciled, carrying on business, or subject to taxation in Guatemala by reason only of the execution, performance and/or enforcement of the Agreement, nor are they required to be so resident or domiciled in order to enforce the Agreement in Guatemala.
 15. It is not necessary under the Laws of Guatemala (i) in order to enable the Agent or the Banks to enforce their rights under the Agreement or (ii) by reason of the execution, delivery and performance of the Agreement by each of them, that either of them should be licensed, qualified or otherwise entitled to carry on business in Guatemala.
 16. The Republic of Guatemala is a member in good standing and eligible to use the resources of the International Monetary Fund, the International Bank for Reconstruction and Development and the Inter-American Development Bank.
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17. There is no income or other tax of the Republic of Guatemala, imposed by withholding or otherwise, which is imposed on any payment to be made by the Borrower pursuant to the Agreement or which is imposed on or by virtue of the execution or delivery of the Agreement by the Borrower or any other documents or instruments to be executed and delivered by the Borrower thereunder.
18. The provisions of Clause 8 (b) of the Agreement are valid, binding and enforceable under the laws of the Republic of Guatemala.

The foregoing opinion may continue to be relied upon as being true and correct up to the date of each advance under the Agreement unless we notify the Agent in writing to the contrary at or prior to such date.

This opinion relates solely to matters of the Laws of Guatemala.

Very truly yours,

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No 1232-85

Vu au Ministère des Affaires Etrangères pour
légalsation de la signature de

M. Marc Etter

Notaire

apposée sur le présent acte.

Luxembourg, le 11 OCT. 1985

Pour le Ministre des Affaires Etrangères,



[Signature]

Bernard BACH
Préposé
du Service des Passeports,
Visas et Légalisations

EMBAJADA DE GUATEMALA EN BELGICA

No. 457-85 Derechos cobrados Q. 5⁰⁰ Comprob. No 561094
Yo, Sonia Gonzalez Encargado de los
Asuntos Consulares de la Embajada de Guatemala en Bélgica,
CERTIFICO que la firma que antecede es auténtica, por
ser la que usa o acostumbra en los documentos que
legaliza, el señor Bernard Bach
funcionario del Ministerio de Relaciones Exteriores de
Luxemburgo

En fe de lo cual, sin asumir responsabilidad alguna por el conte-
nido del documento, sello y firma la presente, en la ciudad de
Bruseias, el 14. X. 1985

El JEFE DE Sonia Gonzalez SECCION DE
RECEPCION E INFORMACION
DEL MINISTERIO DE RELACIONES EXTERIORES
de la República de Guatemala, C. A.

Certifica que es auténtica la firma del señor Sonia Gonzalez
M. M. quien a la
fecha de ponerla desempeñaba el cargo de Primer Secretario
de la Embajada y Consul de Guatemala
en Bélgica.

AUTENTICA
SIN DERECHOS

AUTENTICA
SIN DERECHOS

Se hace constar que el Ministerio de Relaciones Exteriores no asume
responsabilidad alguna por el contenido de este documento, ni por la
verdad de legalizaciones anteriores.

Guatemala, 13 de noviembre de 1985

[Signature]
OSCAR A. ESCOBAR IRUNGARAY
JEFE DE LA SECCION DE RECEPCION
E INFORMACION



Banco di Roma (France) S.A.

U.S. \$3,000,000.=

by: *Valori* *BOF*

Address for notices:

15, Rue de Choiseul
75002 Paris - France

Attention: Mr. Piva

Telex no.: 210010

Total U.S. \$14,636,555.=

LEGALISATION

Vu pour légalisation
de(s) signature(s) de

MESSIEURS VALORI ET

Luxembourg, le

BETTI AUTORISÉS A SIGNER POUR BANCO DI ROMA (France)
S.A. SUivant PROCURATION DU 11 OCTOBRE 1985.

11 OCT. 1985



Marc Elter

Marc Elter

UTENTICA
DE RECHOS



No 1232-85

Vu au Ministère des Affaires Etrangères pour
légalisation de la signature de

M. Marc Elter

Notaire

apposée sur le présent acte

11 OCT. 1985

Luxembourg, le _____
Pour le Ministre des Affaires Etrangères,



[Signature]
Bernard BACH
Préposé
du Service des Passeports,
Visas et Légalisations

EMBAJADA DE GUATEMALA EN BELGICA

No. 456 ⁸⁵ Derechos cobrados Q. 5.00 Comprob. No 581094
Yo, **Sonia Gonzalez M.** Encargado de los
Asuntos Consulares de la Embajada de Guatemala en Bélgica,
CERTIFICO que la firma que antecede es auténtica, por
ser la que usa o acostumbra en los documentos que
legaliza, el señor **Bernard Bach**
funcionario del Ministerio de Relaciones Exteriores de

Luxemburgo
En fe de lo cual, sin asumir responsabilidad alguna por el conte-
nido del documento, sello y firma la presente, en la ciudad de
Bruselas, el **14. X. 1985**

[Signature]
Sonia Gonzalez M.

Primera Secretaria y Cónsul
EI JEFE DE LA SECCION DE
RECEPCION E INFORMACION
DEL MINISTERIO DE RELACIONES EXTERIORES
de la República de Guatemala, C. A.

**AUTENTICA
SIN DERECHOS**

Certifico que es auténtica la firma del señor Sonia Gonzalez
M. quien a la
fecha de ponerla desempeñaba el cargo de Primer Secretario
de la Embajada y Consul de Guatemala
en Bélgica.

Se hace constar que el Ministerio de Relaciones Exteriores no asume
responsabilidad alguna por el contenido de este documento, ni por la
validez de legalizaciones anteriores.

Guatemala, 13 de Noviembre de 1985.

[Signature]
CESAR A. ESCOBAR (RONGARAY)
JEFE DE LA SECCION DE RECEPCION
E INFORMACION



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Telex

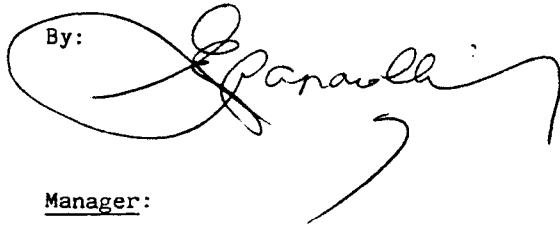
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Vu par
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SIGNATORIES

Borrower:

Empresa Guatemalteca de Telecomunicaciones (GUATEL)

By:



Manager:

Banco di Roma International S.A.

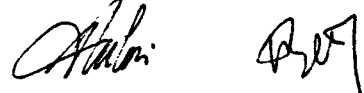
By:



Agent:

Banco di Roma International S.A.

By:



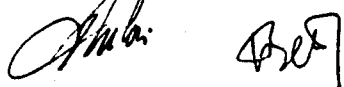
Banks, Lending Offices and Addresses
for Notices:

Commitment

Banco di Roma International S.A.

U.S. \$11,636,555.=

By:



Address for notices:

LEGALISATION

Vu pour légalisation
de(s) signature(s) de

MESSIEURS VALORI ET
BETTI

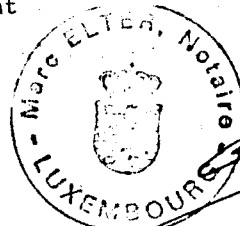
26, Boulevard Royal
Luxembourg - Grand Duchy of Luxembourg

Luxembourg, le

Attention: Loans Administration Department

Telex no.: 2436 BRINT

11 OCT. 1985



Marc Elter