

JBIC

JAPAN BANK FOR INTERNATIONAL COOPERATION

4-1, OHTEMACHI 1-CHOME CHIYODA-KU, TOKYO 100-8144, JAPAN

Date: August 10, 2007

Ref. No.:DA(4)/2007-152

Ministerio de Finanzas Públicas
Guatemala, C.A.

Attention: Mr. Mefi Eliud Rodríguez García
Ministro de Finanzas Públicas

Reference: Loan Agreement No. GT-P5, dated February 20, 2006, for
“ZONAPAZ Road Improvement Project”

With reference to Loan Agreement No. GT-P5 between JAPAN BANK FOR INTERNATIONAL COOPERATION (hereinafter referred to as “the BANK”) and THE REPUBLIC OF GUATEMALA (hereinafter referred to as “the Borrower”), dated February 20, 2006, we would like to add the following amendments;

1. A new paragraph shall be added to Article III, Section 1. as follows:

(4) Section 4.04 of General Terms and Conditions shall be read as follows;
After a contract is determined to be eligible for the BANK's financing, the names of all bidders, their bid prices (except in the case of employment of consultant), the name and address of successful bidder concerning the award of contract, the name and address of Supplier, and the award date and amount of the contract may be made public by the BANK. The Borrower shall have all provisions and measures necessary to ensure that the above information shall be available for being made public incorporated in documents related to procurement, such as tender documents and contracts.

2. Form No.2 and Form No.5 are amended as per attached.

The disclosure of contractors' information is requested under the “OECD Participants Agreement on Untied ODA Credits Transparency”. It is believed that the disclosure of information to the public will enhance development benefits from

increased efficiency in procurement of goods and services, and better value for money to the Borrower on untied aid.

Please confirm your consent to the foregoing by signing two copies of this letter, retaining one for your records and returning the other to us.

Thank you very much for your attention.

Yours faithfully,



Motonori TSUNO

Director General

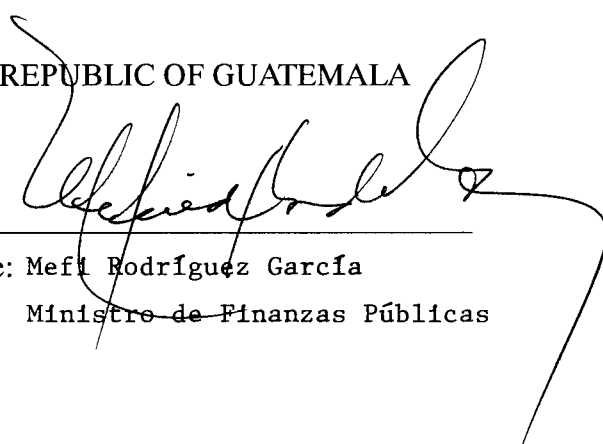
Development Assistance Department IV

Japan Bank for International Cooperation

Confirmed:

On the date of 03 de Septiembre de 2,007.

For:
THE REPUBLIC OF GUATEMALA



By: _____

Name: Mefi Rodríguez García

Title: Ministro de Finanzas Públicas

CC: Dirección de Crédito Público, Ministerio de Finanzas Públicas
Ministerio de Comunicaciones, Infraestructura y Vivienda (MICIV)
Dirección General de Caminos, MICIV
Instituto de Fomento Municipal
Chief Representative, JBIC Representative Office in Mexico City

Form No.2

Date:

Ref. No

JAPAN BANK FOR INTERNATIONAL COOPERATION

Tokyo, Japan

Attention: Director General, Development Assistance Department IV

Gentleman:

REQUEST FOR REVIEW OF CONTRACT

In accordance with the relevant provisions of the Loan Agreement No.GT-P5, dated February 20, 2006, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Supplier: _____
3. Address of the Supplier: _____
4. Name of the Purchaser: _____
5. Contract Price: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
(representing ___ % of eligible expenditure)
8. Description and Origin of the Goods: _____
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:
(A company) _____
(B company) _____

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours,

For: _____
(Name of the Borrower)
By: _____
(Authorized Signature)

Form No.5

Date:

Ref. No

JAPAN BANK FOR INTERNATIONAL COOPERATION

Tokyo, Japan

Attention: Director General, Development Assistance Department IV

Gentleman:

REQUEST FOR REVIEW OF CONTRACT

(for consulting services)

In accordance with the relevant provisions of the Loan Agreement No.GT-P5, dated February 20, 2006, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Consultant: _____
3. Address of the Consultant: _____
4. Name of the Employer: _____
5. Contract Price: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
(representing ___ % of eligible expenditure)
8. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:
(A company) _____
(B company) _____

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours,

For: _____

(Name of the Borrower)

By: _____

(Authorized Signature)



JBIC

JAPAN BANK FOR INTERNATIONAL COOPERATION

4-1, Ohtemachi 1-chome, Chiyoda-ku, Tokyo, Japan 100-8144

June 13, 2007

FL/DA(4)/2007-82

Mr.Hugo Eduardo Beteta Méndez-Ruíz
Minister
Ministerio de Finanzas Publicos
8a. Avenida y 21 Calle Zona1, Centro Civilo,
Guatemala, Guatemala C.A.

Modification of “Commitment Procedure dated October 1999” and Loan Agreements in accordance with the introduction of UCP 600

Dear Madam/Sir,

In accordance with the change of the international rule by the ICC (International Chamber of Commerce), we hereby inform you that the current UCP500 (Uniform Customs and Practice for Documentary Credits, ICC Publication No.500, 1993 Revision) was revised and UCP600 (Uniform Customs and Practice for Documentary Credits, ICC Publication No.600, 2007 Revision) shall be introduced on and after July 1, 2007.

Concerning the ODA Loans transaction, the Letter of Credit (L/C) used under the Commitment Procedure is in accordance with the UCP (now UCP500), for which the necessary change abiding by this international rule is required. The main points are as follows:

- (1) Until June 30, 2007: based on UCP500 (L/C issued before or on June 30, 2007 and which still has a remaining balance shall be based on UCP500 even after July 1, 2007, unless otherwise explained.(*))
- (2) After July 1, 2007: based on UCP600 (L/C to be issued on and after July 1, 2007 shall be based on UCP600.)

(*)) Nevertheless, it would be preferable to amend those L/Cs whose effective periods are more than one year beyond June 30, 2007 to be based on UCP600 in order to avoid any administrative misunderstanding.

In this regard, given that the L/C to be issued on and after July 1, 2007 will be based on UCP 600, "Commitment Procedure for ODA Loans dated October 1999" will be revised to be effective as of July 1, 2007 as the 2007 Revision, "Commitment Procedure for ODA Loans dated July 2007," changing the reference in the relative Form JBIC-LC1 and Form JBIC-LC2 of the said Procedure as follows:

"Uniform Customs and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce Brochure No.500" shall be amended as "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Brochure No.600."

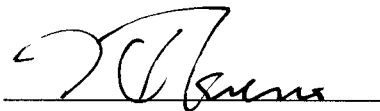
Furthermore, in conformity with the above revision of the Commitment Procedure, the Schedule of Commitment Procedure in the listed loan agreements, as per the attached, concluded between The Republic of Guatemala and the Japan Bank for International Cooperation (or the former Overseas Economic Cooperation Fund), shall be amended to be effective as of July 1, 2007, as follows:

"Commitment Procedure for ODA Loans dated October 1999 (or July 1988) (hereinafter referred to as the "Commitment Procedure") shall be applied *mutatis mutandis* to disbursements of the proceeds of the Loan to the Supplier(s)..." shall be amended as "Commitment Procedure for ODA Loans dated July 2007 (as amended) (hereinafter referred to as the "Commitment Procedure") shall be applied *mutatis mutandis* to disbursements of the proceeds of the Loan to the Supplier(s)..."

If you do not accept the contents of this letter, please give us a notice to that effect in writing and in English by the end of June 2007 (Japan time). In the event that we do not receive any notice by the said date, you will be deemed to have accepted this letter.

Thank you very much for your cooperation in this regard.

Very truly yours,



Motonori Tsuno

Director General

Development Assistance Department IV

- Attachment: 1 List of Loan Agreements
2 Commitment Procedure
2-1 Form JBIC-LC1, 2007 Revision (for goods)
2-2 Form JBIC-LC2, 2007 Revision (for services)

Cc: Ministry of Communications, Infrastructure and Housing
JBIC Representative Office in México City

L/A No.	Date of L/A	Project Name	Executing Agency
GT-P5	2006/02/20	ZONAPAZ Road Improvement Project	Ministry of Communications, Infrastructure and Housing

(Form JBIC-LC1)

Irrevocable Letter of Credit

Date:

L/C No.:

To: _____ This Letter of Credit has been issued
_____ pursuant to Loan Agreement No. _____
_____ dated _____ between (Borrower)
(Name and address of and JAPAN BANK FOR INTERNATIONAL
the Advising Bank) COOPERATION, Tokyo, Japan.

Dear Sirs,

We request you to advise (Name and address of the Supplier) that we have opened our irrevocable credit No. _____ in their favour for account of (Name of the Purchaser) for a sum or sums not exceeding an aggregate amount of ¥ _____ (Say Yen _____) available by beneficiary's drafts at sight for full invoice value drawn on (the designated Japanese foreign exchange bank in Tokyo),

To be accompanied by the following documents:

Signed commercial invoice in

Packing list in

Certificate of Origin in

Full set of clean on board ocean bills of lading made out to order and blank endorsed and marked "Freight _____" and "Notify _____"

(Other documents)

evidencing shipment of (Brief description of goods referring to Contract No. _____) from _____ to _____

Partial shipments are _____ permitted. Transshipment is _____ permitted.

Bills of lading must be dated not later than _____ Month _____ Day, Year.

Drafts must be presented to the drawee not later than _____ Month _____ Day, Year.

All drafts and documents under this credit must be marked "Drawn under (Name of the Issuing Bank) irrevocable credit No. _____ dated _____ Month _____ Day, Year, and Import Reference No(s) _____ (if any)".

This credit is not transferable.

We hereby undertake that all drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation and delivery of documents to the drawee.

Unless otherwise expressly stated, this credit is subject to "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Brochure No. 600".

Special Instruction to the negotiating bank:

1. This credit shall become effective when (the designated Japanese foreign exchange bank in Tokyo) acknowledges receipt of the Letter of Commitment from JAPAN BANK FOR INTERNATIONAL COOPERATION under the aforementioned Loan Agreement.

After obtaining the reimbursement from JAPAN BANK FOR INTERNATIONAL COOPERATION in accordance with the provisions of the Letter of Commitment, (the designated Japanese foreign exchange bank in Tokyo) undertakes to remit the amount of the drafts in accordance with instructions issued by you.

2. You must forward the drafts and one complete set of documents to (the designated Japanese foreign exchange bank in Tokyo) together with the certificate stating that the remaining documents have been airmailed direct to us.
3. All banking charges under this credit are for account of (the Borrower) under the said Loan Agreement.

Yours faithfully,

(Name of the Issuing Bank)

(Authorized Signature)

(Form JBIC-LC2)

Irrevocable Letter of Credit

Date:

L/C No.:

To: _____ This Letter of Credit has been issued
_____ pursuant to Loan Agreement No. _____
dated _____ between (Borrower)
(Name and address of and JAPAN BANK FOR INTERNATIONAL
the Advising Bank) COOPERATION, Tokyo, Japan.

Dear Sirs,

We request you to advise (Name and address of the Supplier) that we have opened our irrevocable credit No. _____ in their favour for account of (Name of the Purchaser) for a sum or sums not exceeding an aggregate amount of ¥ _____ (Say Yen _____) available by beneficiary's drafts at sight for full Statement value drawn on (the designated Japanese foreign exchange bank in Tokyo),

To be accompanied by the required documents, in accordance with the Payment Schedule attached hereto, concerning (Contract No. _____ with regard to Project).

Drafts must be presented to the drawee not later than Month Day, Year.

All drafts and documents must be marked "Drawn under (Name of the Issuing Bank) irrevocable credit No. _____ dated Month Day, Year .

This credit is not transferable.

We hereby undertake that all drafts drawn under and in compliance with the terms of this credit shall be duly honoured on due presentation and delivery of documents to the drawee.

Unless otherwise expressly stated, this credit is subject to "Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Brochure No. 600".

Special Instruction to the negotiating bank:

1. This credit shall become effective when (the designated Japanese foreign exchange bank in Tokyo) acknowledges receipt of the Letter of Commitment from JAPAN BANK FOR INTERNATIONAL COOPERATION under the aforementioned Loan Agreement.
After obtaining the reimbursement from JAPAN BANK FOR INTERNATIONAL COOPERATION in accordance with the provisions of the Letter of Commitment, (the designated Japanese foreign exchange bank in Tokyo) undertakes to remit the amount of the drafts in accordance with instructions issued by you.
2. You must forward the drafts and one complete set of documents to (the designated Japanese foreign exchange bank in Tokyo) together with the certificate stating that the remaining documents have been airmailed direct to us.
3. All banking charges under this credit are for account of (the Borrower) under the said Loan Agreement.

Yours faithfully,

(Name of the Issuing Bank)

(Authorized Signature)