

2098-B

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF PERU**  
**AND**  
**VALTIONTAKUUKESKUS/FINNISH GUARANTEE BOARD**  
**ON**  
**CERTAIN COMMERCIAL CREDITS**

With reference to the "Agreed Minute on the Consolidation of the debt of Peru" signed in Paris on September 17, 1991 between the representatives of the Government of Peru and the Governments of the Participating Creditor Countries including the Republic of Finland (hereinafter referred to as "the Agreed Minute"), the Government of Peru (hereinafter referred to as "the Government") and Valtiontakuu keskus/Finnish Guarantee Board as the appropriate institution referred to in the Agreed Minute (hereinafter referred to as "FGB") have agreed as follows:

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## Article 1

### Scope of the Agreement

This Agreement covers payments of the debts of Peru, which are guaranteed by FGB and which are based on loans, commercial credits or other financial arrangements concluded before January 1, 1983, having an original maturity of more than one year,

- a) which are extended to the Government of Peru or its public sector or covered by the guarantee of the Government of Peru or its public sector (Annex I)
- b) also the repayments of principal and interest due as a result of the bilateral Consolidation Agreements signed on May 31, 1979 and November 7, 1983 between Dirección General de Crédito Público of Peru and Vientitakuulaitos/ Export Guarantee Board of Finland on Certain Commercial Credits owed by residents of Peru (Annex II and III)

The debts covered by this Agreement are specified in the ANNEX LIST I, II and III, which constitute an integral part of this Agreement.

If needed the ANNEX LIST I, II and III may be altered or amended by agreement between the Government and FGB.

## Article 2

### Payment schedule

I. Payments of the amounts according to Article 1 above shall be rescheduled as follows:

- A) 100 % of the amounts of principal and interest (including late interest) due as at September 30, 1991 inclusive and not paid (Annex I and II)
- B) 100 % of the amounts of principal and interest (excluding late interest) due from October 1, 1991 up to December 31, 1992 inclusive and not paid (Annex III)

shall be paid in fourteen (14) equal and successive semi-annual payments on November 15 and May 15 each year, the first payment to be made on November 15, 2000 and the final payment to be made on May 15, 2007.

II. Interest accrued from October 1, 1991 up to December 31, 1992 (inclusive) on the amounts mentioned above in the paragraph I.A) and I.B) will be paid as follows:

- a) 30 % of the corresponding interest sums will be paid in four (4) equal and successive semi-annual instalments on November 15 and May 15 each year, the first and the second one to be made on May 15, 1993 and the last one to be made on May 15, 1994.
- b) 70 % of the corresponding interest sums will be paid in six (6) equal and successive semi-annual instalments on May 15 and November 15 each year, the first one to be made on May 15, 1995 and the last one to be made on November 15, 1997.

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### Article 3

#### Late interest and interest

##### 1. Late interest

Contractual interest on the original amounts of principal and interest due as at September 30, 1991 inclusive and not paid mentioned in Article 1 above, shall be calculated from the contractual due date of principal and interest until September 30, 1991 (inclusive) and will be capitalized at this date.

##### 2. Interest

Interest shall be paid on all outstanding amounts covered by this Agreement semi-annually each year on May 15 and November 15. Interest is calculated on the basis of a 360 days year and a 30 days month.

The interest shall start to accrue

- 1) on October 1, 1991 (inclusive) concerning the amounts due as at September 30, 1991 (inclusive)
- 2) on the due dates concerning the amounts due between October 1, 1991 (inclusive) and December 31, 1992 (inclusive)
- 3) on January 1, 1993 (inclusive) concerning interest amounts due according to the above Article 2 paragraph II a) and b)

The interest accrued from October 1, 1991 up to December 31, 1992 will be paid according to the above Article 2 paragraph II a) and b).

The interest accrued from January 1, 1993 will be paid for the first time on May 15, 1993 and for the second time on November 15, 1993.

The rate of interest shall be determined for USD-amounts and for CHF-amounts as follows:

the rate of interest shall be determined separately for each interest period and shall by 0,5 % percentage unit p.a. exceed the rate at which six months eurodollar- and euroCHF-deposits for a similar amount are offered to first class banks in the London Interbank Market/LIBOR/as quoted by Postipankki at or around 11 a.m. /London time on Helsinki banking day falling two banking days in London prior to the beginning of the interest period in question.

In the event however, that no deposits are being offered to first class banks to be quoted by Postipankki as aforesaid the debts shall bear interest at a rate which by 0,5 % percentage unit exceeds the rate at which such deposits may otherwise be obtainable by a first class bank in the international loan market to be mutually agreed upon.

Statements as to the interest rate applicable shall be forwarded promptly by FGB to the Government for each succeeding interest period.

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## Article 4

### Overdue Interest

The overdue interest payable on any overdue payment under this Agreement shall be the rate of 0,5 % p.a. above the aforesaid rate of interest stated in Article 3 calculated from the due date of each instalment, including principal and interest, up to the date of payment.

## Article 5

### Payment currency

All payments covered by this Agreement shall be effected in the currencies specified in the ANNEX LISTS.

## Article 6

### Allocation of payments

All payments covered by this Agreement shall be made without deduction for transaction cost or for any present or future taxes, fees or any charges or any other costs levied or imposed by or within Peru or in any other jurisdiction in or through which Peru chooses to make payment.

If the amount paid under this Agreement is not sufficient to cover the total amount due, the amount paid shall be allocated against the outstanding amounts in the chronological order of their maturity according to this Agreement and thereby in the first instance against overdue interest after the due date, in the second instance against interest up to due date (inclusive) and in the last instance against principal.

## Article 7

### Payment procedure

All payments covered by this Agreement shall be effected to FGB, to the account n:o 34 063 with

Postipankki Oy  
Unioninkatu 20  
00007 Helsinki  
FINLAND  
SWIFT PSPB FI HH  
Telex: 121 698

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Fifteen (15) days before each due date FGB shall give notice by telex to the Government specifying the amounts to be paid according to this Agreement.

The address of the Government is:

Ministerio de Economía y Finanzas  
Dirección General de Crédito Público  
Jirón Junín 319- Piso 8  
Lima 1  
PERU

Telephone: (5114) 339822  
Telefax: (5114) 328500

The address of FGB is:

Valtiontakuukeskus  
P.O. BOX 1010  
SF-00101 HELSINKI, FINLAND  
Telephone: 358-0-134 111  
Telex n:o: 121778 vtl sf  
Telefax: 358-0-13411365

## Article 8

### Debt swaps

On a voluntary basis FGB may sell or exchange in the framework of debt swaps the amounts of outstanding sums mentioned in Article 1 of this Agreement up to 10 % of the amounts of outstanding amounts as of September 30, 1991 or up to USD 20 million dollars, whichever is higher.

The amounts covered by effective debt swaps will be deducted from the amounts remaining due pursuant to this Agreement, provided they are included in the debt reorganized by this agreement; they shall cease to bear interest as of the date of effective payment under their swap operation.

For each swap operation to be made on the voluntary basis, FGB and the Government shall define in a specific agreement the content and the arrangement of the said operation.

## Article 9

### Government Liability

The Government assumes liability for all payments to be made according to this Agreement.

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## Article 10

### Preservation of rights and obligations

With the exception of what has been stipulated above, this Agreement shall not affect rights and obligations of the individual creditors and debtors under their contracts.

## Article 11

### Settlement of Disputes

The Government and FGB shall endeavour to settle any disputes by negotiations or by such other means as they may agree upon.

All disputes arising in connection with this Agreement which cannot be settled amicable, shall be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris, by three arbitrators appointed in accordance with the said rules.

The decision of the arbitration shall be final and binding upon the Government and FGB.

## Article 12

### General Conditions

In addition what has been stipulated above, the Articles of the Agreed Minute with the exception of the Article II paragraph 2.A constitute a binding part of this Agreement.

However if the Agreed Minute ceases to apply, this Agreement also ceases to apply and in these circumstances all outstanding debt and accrued interest shall be payable without further notice or demand.

## Article 13

### Equal treatment

The Government of Peru will accord to FGB a treatment not less favourable than which it may accord to any other creditor for the consolidation of debts of a comparable term, seeking to avoid inequality of treatment between different categories of creditors.

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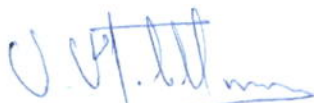
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**Article 14****Entry into Force and Duration**

This Agreement shall enter into force on signature and shall remain in force until the last of the payments to be made under this Agreement has been received by FGB unless this Agreement has ceased to apply before that according to Article 12 above.

In witness hereof the undersigned, representatives of Peru and Valtiontakuukeskus being duly authorized thereto, have signed this Agreement.

Done in duplicate in English in Helsinki on April 28, 1993

**FOR THE GOVERNMENT OF PERU**

Victor Matallana Bahamonde  
Chargé D'Affaires a.i. of Peru in Finland

**FOR VALTIONTAKUUKESKUS  
FINNISH GUARANTEE BOARD**

Eero Timonen  
Director



Marja Karimeri  
Director

## COMMERCIAL CREDITS GUARANTEED BY VALTIONTAKUUKESKUS OF FINLAND

	Original due date	Currency	Original Principal	Original Interest	Contractual interest	
					from due date up to 30.9.1991	Total Amount
Credit Agreement of October 1975 between Valmet Oy and Industrias de Peru						
Guarantor			Corporacion Financiera de Desarrollo ( COFIDE )		( 8 % p.a. )	
	24.10.1984	USD	1 127 751.56	209 080.69	741 496.29	2 078 328.54
	24.04.1985	USD	1 127 751.56	166 350.54	666 031.21	1 960 133.31
	24.10.1985	USD	1 127 751.56	125 448.41	594 852.25	1 848 052.22
	24.04.1986	USD	1 127 751.56	83 175.26	526 349.52	1 737 276.34
	24.10.1986	USD	1 127 751.71	41 816.13	461 589.44	1 631 157.28
Loan Agreement between Finnish Export Credit Ltd and Corporation Financiera de Desarrollo ( COFIDE )						
( 7.5 % p.a. )						
Note 5	15.07.1984	USD	10 710.00		5 790.09	16 500.09
	15.01.1985	USD	10 710.00	803.25	5 792.60	17 305.85
	15.07.1985	USD	10 710.00	401.63	5 173.85	16 285.48
Note 6	06.07.1984	USD	11 823.00	1 330.09	7 135.55	20 288.64
	06.01.1985	USD	11 823.00	886.73	6 418.41	19 128.14
	06.07.1985	USD	11 823.00	443.37	5 734.53	18 000.90
Note 7	12.07.1984	USD	63 168.00	16 581.60	43 164.47	122 914.07
	12.01.1985	USD	63 168.00	14 212.80	38 980.58	116 361.38
	12.07.1985	USD	63 168.00	11 844.00	34 974.34	109 986.34
	12.01.1986	USD	63 168.00	9 475.20	31 145.77	103 788.97
	12.07.1986	USD	63 168.00	7 106.40	27 494.86	97 769.26
	12.01.1987	USD	63 168.00	4 737.60	24 021.61	91 927.21
	12.07.1987	USD	63 168.00	2 368.80	20 726.01	86 262.81
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ANNEX I totalling		USD	6 148 532.95	696 062.50	3 246 871.38	10 091 466.83

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## REPAYMENTS OF PRINCIPAL AND INTEREST DUE AS A RESULT OF THE CONSOLIDATION AGREEMENTS

ANNEX-LIST II

Original due date	Currency	Repayment of Principal	Moratorium Interest	Contractual interest	
				from due date up to 30.9.1991	Total Amount
Bilateral Agreement of May 31, 1979				( 9 % p.a.)	
01.01.1985	CHF	55.983,86	10.077,10	40 115.52	106 176.48
01.07.1985	CHF	55.983,86	7.557,82	35 726.31	99 267.99
01.01.1986	CHF	55.983,86	5.038,55	31 563.84	92 586.25
01.07.1986	CHF	55.983,90	2.519,28	27 628.13	86 131.31
01.07.1984	USD	127.161,24		82 940.92	210 102.16
01.01.1985	USD	127.161,24	22.889,03	91 118.03	241 168.30
01.07.1985	USD	127.161,24	17.166,78	81 148.43	225 476.45
01.01.1986	USD	127.161,24	11.444,51	71 693.82	210 299.57
01.07.1986	USD	127.161,30	5.722,26	62 754.26	195 637.82
Bilateral Agreement of November 7, 1983				( 12 % p.a.)	
31.10.1984	USD		165.275,16	137 178.38	302 453.54
31.12.1984	USD	152.236,52		123 311.58	275 548.10
30.04.1985	USD		168.424,32	129 686.73	298 111.05
31.10.1985	USD		168.069,10	119 329.06	287 398.16
30.04.1986	USD		165.328,84	107 463.75	272 792.59
31.10.1986	USD		168.069,11	99 160.77	267 229.88
30.04.1987	USD	274.025,73	165.328,84	232 857.92	672 212.49
31.10.1987	USD	274.025,71	151.262,20	199 885.32	625 173.23
30.04.1988	USD	274.025,71	132.993,81	166 878.00	573 897.52
31.10.1988	USD	274.025,71	117.648,38	137 085.93	528 760.02
30.04.1989	USD	274.025,71	99.197,30	108 234.67	481 457.68
31.10.1989	USD	274.025,71	84.034,55	82 353.86	440 414.12
30.04.1990	USD	274.025,71	66.131,55	57 826.73	397 983.99
31.10.1990	USD	274.025,71	50.420,73	35 689.11	360 135.55
30.04.1991	USD	274.025,71	33.065,76	15 354.57	322 446.04
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ANNEX II totalling	CHF	223 935.48	25 192.75	135 033.80	384 162.03
	USD	3 254 274.19	1 792 472.23	2 141 951.84	7 188 698.26

Original due date	Currency	Repayment of Principal	Moratorium Interest	Contractual interest from due date up to 30.9.1991	Total Amount
Bilateral Agreement of November 7, 1983				( 12 % p.a. )	
30.10.1991	USD	274 025.70	16 806.89	-	290 832.59

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