

No. 25976

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
COSTA RICA**

**Exchange of notes constituting the United Kingdom/Costa
Rica Loan 1973 Debt Rescheduling Agreement 1984
(with annex). London, 20 and 25 September 1984**

Authentic text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 21 June 1988.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
COSTA RICA**

**Échange de notes constituant l'Accord de 1984 Royaume-
Uni/Costa Rica de réaménagement de la dette résultant
du prêt de 1973 (avec annexe). Londres, 20 et 25 sep-
tembre 1984**

Texte authentique : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 21 juin 1988.*

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA CONSTITUTING THE UNITED KINGDOM/COSTA RICA LOAN 1973 DEBT RESCHEDULING AGREEMENT 1984¹

I

*The Secretary of State for Foreign and Commonwealth Affairs
to the Ambassador of Costa Rica at London*

FOREIGN AND COMMONWEALTH OFFICE
LONDON

20 September 1984

ACC 104/1

Your Excellency,

I have the honour to refer to discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and representatives of the Government of the Republic of Costa Rica under the terms of the Agreed Minute on the consolidation of the Debt of the Republic of Costa Rica signed in Paris on 11 January 1983 concerning the Exchange of Notes dated 15 February 1973 constituting the United Kingdom/Costa Rica Loan 1973² as amended by the Exchanges of Notes dated 30 September 1974,³ 25 and 26 June 1975,⁴ 8 April and 3 May 1976,⁵ 5 January 1978 and 20 March 1978,⁶ 30 July and 11 September 1979⁷ and 27 February 1981 and 24 March 1981⁸ (hereinafter referred to as the "Loan") and to propose the following further amendments thereto in the light of those discussions.

Notwithstanding the provisions of paragraph B(8) of the Loan headed "Installments" certain repayments shall be made as follows:

(i) In respect of those repayments of principal and interest which fell due on or before 30 June 1982 and remain unpaid (hereinafter referred to as the "deferred amounts" specified in Schedule I to the Annex to this Note):

(a) An amount equal to 85 per cent of the total debt shall be paid by the Government of Costa Rica in pounds sterling in London to the Government of the

¹ Came into force on 6 June 1986, the date on which the Government of Costa Rica notified the Government of the United Kingdom of the completion of the constitutional requirements, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 928, p. 3.

³ *Ibid.*, vol. 1106, p. 357.

⁴ *Ibid.*, p. 360.

⁵ *Ibid.*, vol. 1294, p. 376.

⁶ *Ibid.*, p. 380.

⁷ *Ibid.*, p. 383.

⁸ *Ibid.*, p. 386.

United Kingdom in eight equal and consecutive half-yearly instalments on 30 June and 31 December each year commencing on 31 December 1985; and

(b) An amount equal to 15 per cent of the total debt shall be paid by the Government of Costa Rica in pounds sterling in London to the Government of the United Kingdom in one instalment of 15 per cent on 30 September 1984.

(ii) In respect of those repayments of principal and interest which fell due between 1 July 1982 and 31 December 1983, both dates being inclusive, and which remain unpaid (hereinafter referred to as "the deferred balances" specified in Schedule 2 of the Annex to this Note):

(a) An amount equal to 85 per cent of the total debt shall be paid by the Government of Costa Rica in pounds sterling in London to the Government of the United Kingdom in ten equal and consecutive half-yearly instalments on 31 March and 30 September each year commencing on 30 September 1987; and

(b) An amount equal to 15 per cent of the total debt shall be paid by the Government of Costa Rica in pounds sterling in London to the Government of the United Kingdom in two instalments the first of 10 per cent on 30 September 1984 and the second of 5 per cent on the 30 September 1985.

The sums to be paid in accordance with sub-paragraph (i) above are specified in Schedule I to the Annex to this Agreement and the sums to be paid in accordance with sub-paragraph (ii) above are specified in Schedule II to the Annex to this Agreement. Otherwise repayments shall be made in accordance with paragraph B(8) of the Loan.

Notwithstanding the provisions of paragraph B(9) of the Loan the Government of Costa Rica shall pay interest to the Government of the United Kingdom in pounds sterling in London on the deferred amounts and on the deferred balances as follows:

(a) The rate of interest in respect of each deferred amount or deferred balance shall be 6 per cent per annum commencing from the original repayment date of each deferred amount and deferred balance;

(b) Moratorium interest shall be calculated on a day-to-day basis on the amount of the deferred amounts and deferred balances for the time being outstanding, after deduction of the total repayments made under the provisions of paragraph 2, the deferred amounts and deferred balances being reduced in chronological order by such repayments for the purpose of the calculation; and

(c) Accrued interest shall be payable on

(i) 30 June and 31 December each year with the first payment on 30 September 1984 in respect of the total debt due on or before 30 June 1982; and

(ii) 31 March and 30 September each year commencing on 30 September 1984 in respect of the total debt due between 1 July 1982 and 31 December 1983, both dates inclusive.

The sums to be paid in accordance with this paragraph are set out in Schedules I and II to the Annex to this Agreement. Otherwise interest payments shall be made in accordance with paragraph B(9) of the Loan.

Notwithstanding the provisions of paragraph B(8) of the Loan the Government of Costa Rica will be free to repay at any earlier time to the Government of the

United Kingdom in pounds sterling in London any portion of the deferred amounts or deferred balances that is outstanding.

In all other respects the terms and conditions of the Loan shall continue in force.

If the foregoing proposals are acceptable to the Government of Costa Rica, I have the honour to propose that this Note, together with its Annex, and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments in this matter which shall be known as "The United Kingdom/Costa Rica Loan 1973 Debt Rescheduling Agreement 1984" and shall enter into force on the date on which the Government of Costa Rica shall have notified the Government of the United Kingdom that the constitutional requirements necessary to implement this Agreement have been met.

I have the honour to convey to Your Excellency the assurance of my highest consideration.

(For the Secretary of State:)

B. O. WHITE

United Kingdom/Costa Rica Loan 1973 Debt Rescheduling Agreement: 1984

ANNEX

SUMS TO BE PAID BY THE GOVERNMENT OF COSTA RICA
UNDER PARAGRAPHS 2 AND 4 OF THE AGREEMENT

Schedule 1

<i>Due date</i>	<i>Deferred Interest</i>	<i>Deferred Principal</i>	<i>Interest at 6%</i>	<i>Total to be paid</i>
Total Deferred Amounts — Interest: £189,499.73				
Total Deferred Amounts — Principal: £190,400.00				
Total Deferred Amounts — £378,899.73				
30. 9.84	28,424.96	28,560.00	65,616.13	122,601.09
31.12.84	—	—	4,883.53	4,883.53
30. 6.85	—	—	9,687.44	9,687.44
31.12.85	20,134.35	20,230.00	9,687.44	50,051.79
30. 6.86	20,134.35	20,230.00	8,476.51	48,840.86
31.12.86	20,134.35	20,230.00	7,265.58	47,629.93
30. 6.87	20,134.35	20,230.00	6,054.65	46,419.00
31.12.87	20,134.35	20,230.00	4,843.72	45,208.07
30. 6.88	20,134.35	20,230.00	3,632.79	43,997.14
31.12.88	20,134.35	20,230.00	2,421.86	42,786.21
30. 6.89	20,134.32	20,230.00	1,210.93	41,575.25

Schedule 2

<i>Due date</i>	<i>Deferred Interest</i>	<i>Deferred Principal</i>	<i>Interest at 6%</i>	<i>Total to be paid</i>
Total Deferred Balances — Interest: £263,046.09				
Total Deferred Balances — Principal: £285,600.00				
Total Deferred Balances — £548,646.09				
30.9.84	26,304.60	28,560.00	53,738.56	108,603.16
31.3.85	—	—	14,813.44	14,813.44
30.9.85	13,152.31	14,280.00	14,813.44	42,245.75
31.3.86	—	—	13,990.48	13,990.48
30.9.86	—	—	13,990.48	13,990.48
31.3.87	—	—	13,990.48	13,990.48
30.9.87	22,358.92	24,276.00	13,990.48	60,625.40
31.3.88	22,358.92	24,276.00	12,591.43	59,226.35
30.9.88	22,358.92	24,276.00	11,192.38	57,827.30
31.3.89	22,358.92	24,276.00	9,793.33	56,428.25
30.9.89	22,358.92	24,276.00	8,394.29	55,029.21
31.3.90	22,358.92	24,276.00	6,995.24	53,630.16
30.9.90	22,358.92	24,276.00	5,596.19	52,231.11
31.3.91	22,358.92	24,276.00	4,197.14	50,832.06
30.9.91	22,358.92	24,276.00	2,798.09	49,433.01
31.3.92	22,358.90	24,276.00	1,399.05	48,033.95

II

*The Ambassador of Costa Rica at London to the Secretary of State
for Foreign and Commonwealth Affairs*

EMBASSY OF COSTA RICA
LONDON

25 September 1984

ECR-095-84

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of 20 September 1984, which reads as follows:

[See note I]

I have the honour to confirm that the foregoing proposals are acceptable to the Government of Costa Rica and that your Note and this reply shall constitute an Agreement between our two Governments in this matter which shall be known as the "United Kingdom/Costa Rica Loan 1973 Debt Rescheduling Agreement 1984" and which shall enter into force on the date on which the Government of Costa Rica shall have notified the Government of the United Kingdom that the constitutional requirements to implement this Agreement have been met.

I take this opportunity to renew to Your Excellency the assurance of my highest consideration.

JORGE BORBÓN
Ambassador

[Annex as under note I]
