GUYANA
DEMERARA

AGREEMENT ON SUPPORT TO THE POULTRY SECTOR

Under Section 15 A of the Income Tax Act Cap. 81:01

THIS AGREEMENT is made this 14th day of September 2023 between the **GOVERNMENT OF THE COOPERATIVE REPUBLIC OF GUYANA** acting through the Office of the Minister of Finance, Main Street, Georgetown, Demerara, Guyana, (hereinafter called 'the Government') and Guyana Bank for Trade & Industry Limited (hereinafter called 'the Bank') having its principal address at High and Young Streets, Kingstown, Georgetown.

WHEREAS the Minister of Finance is empowered under section 15A of the Income Tax Act, Cap. 81:01, to designate by order as an approved small business lending company, any company which has entered into an Agreement with the Government whereunder the company agrees to finance small business loans.

AND WHEREAS the Government is desirous of strengthening support to the poultry sector in relation to the cost of financing.

NOW THEREFORE this Agreement is entered into between the Government and the Bank in order that the Bank may be designated as an approved small business lending company, subject to the other conditions hereunder –

The Bank hereby agrees as follows:-

1. Eligibility Criteria

Beneficiaries within the poultry sector must be registered with the Guyana Poultry Producers Association and be

a) the borrower of a pre-existing loan with the bank, or
b) applying to the bank for a new loan.

Whereby the above loan is exclusively for the purpose of financing poultry production.

2. Collateral

The Bank shall determine the collateral to be accepted for the loan, if any.

3. Exemption

The Government hereby exempts from tax the income of the Bank related to loans advanced in accordance with the terms of this Agreement.

4. Interest Rate

The rate of interest to be charged on loans:

a) up to $500,000 at an interest rate of no more than 3.5 percent per annum; and
b) greater than $500,000 at a rate of no more than 5 percent per annum

5. Repayment Period

The designated period of repayment shall at no time be more than 10 (ten) years.

6. Cessation of Benefit on Termination

In any event of breach of a term or condition of this Agreement the relief from taxation and other benefits mentioned above shall cease forthwith.

7. Record Keeping

At all times the Bank shall cause proper records and accounts to be kept in relation to their financing transactions in support of the poultry sector and such records and accounts shall be made available for inspection by the Governor of the Bank of Guyana or by officers duly authorised by the Governor or the Minister of Finance.

8. Severance

If any provision of this Agreement shall be prohibited by or judged by a Court to be unlawful, void, or unenforceable such provision shall to the extent required be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

9. Termination

Either party may be given one year's written notice to the other party to terminate this Agreement providing that the terms and conditions of loans already made under and by virtue of this Agreement shall remain valid and subsisting for all intents and purposes and such obligations of the Government in relation thereto shall remain valid and binding on it for the duration of the term of those loans or such shorter time as the obligation or the borrowers to repay the Bank becomes extinguished or are expired.

IN WITNES OF THEIR AGREEMENT each party has caused its authorised representative to execute this Agreement effective as of the date first above written.

BY:

Dr. Ashni K Singh

TITLE:

Senior Minister in the Office of the President with Responsibility for Finance

SIGNATURE

DATE: 14 Sep 23

Ministry of Finance

Witness:

Shawn Gurcharran

TITLE:

Deputy Chief Executive Officer

SIGNATURE

DATE: September 14, 2023

Guyana Bank for Trade & Industry Ltd.

Witness:

SEERANIE SINGH