(訳文)

(ロシア側書簡)

書簡をもって啓上いたします。本官は、本日付けの貴官の次の書簡を受領したことを確認する光栄を有し

在ロシア連邦

日本国臨時代理大使 小町恭士殿

(Russian Note)

Moscow, May 16, 1997

Sir,

I have the honour to acknowledge the receipt of your Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of the Government of the Russian Federation the understanding set forth in your Note, as well as to confirm by this Note the guarantee by the Government of the Russian Federation of the payments referred to in the paragraph 5 of your Note.

もって貴官の書簡の5にいうロシア連邦政府による支払の保証を確認する光栄を有します。

本官は、以上を申し進めるに際し、ここに貴官に向かって敬意を表します。

千九百九十七年五月十六日にモスクワで

本官は、更に、貴官の書簡に述べられた了解をロシア連邦政府に代わって確認するとともに、この書簡を

(日本側書簡)

I avail myself of this opportunity to extend to you the assurances of my high consideration.

(Signed) Igor S. Ivanov First Deputy Minister of Foreign Affairs of the Russian Federation

Mr. Kyoji Komachi Chargé d'Affaires, a.i. of Japan to the Russian Federation

ロシア連邦

外務省第一次官 イーゴリ・S・イワノフ

九〇〇

(日本側書簡)

を確認する光栄を有します。 との間で行われた最近の交渉に言及する光栄を有します。本官は、更に、同交渉において到達した次の了解 到達した結論並びに千九百九十三年四月二日にそれぞれ署名されたソヴィエト社会主義共和国連邦(以下 び二十九日にパリで開催されたロシア連邦政府の代表者と関係債権諸国政府の代表者との間の協議において て発出された参加債権諸国政府の代表者による声明に基づき日本国政府の代表者とロシア連邦政府の代表者 「ソ連邦」という。)の対外債務を確認するロシア連邦政府の宣言(以下「宣言」という。)及び宣言に関連し 書簡をもって啓上いたします。本官は、千九百九十六年四月二十五日、二十六日、二十七日、二十八日及

(1) の商業上の債務(宣言の対象となっている範囲内のものに限る。)の元本及び契約上の利子(遅延利子を において日本国の居住者である関係債権者(以下「債権者」という。)との間で千九百九十一年一月一日 除く。)の総額に適用される。前記の商業上の債務は以下「繰延商業債務」という。 契約しているか又は保証したものであって、弁済期間が一年を超え、日本国政府が保険を引き受けた次 より前に締結された契約に基づきソ連邦政府又はソ連邦政府により法律上授権されたいずれかの団体が この取極は、一方においてソ連邦政府又はソ連邦政府により法律上授権されたいずれかの団体と他方

措置 の対済

(a) 過去に繰り延べられなかった債務に関し、

(i) 限の到来した元本及び契約上の利子(遅延利子を除く。) 千九百九十六年一月一日から千九百九十六年十二月三十一日までの間 (両期日を含む。)に弁済期

(Japanese Note)

Moscow, May 16, 1997

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Russian Federation that were held on the basis of the conclusions reached during the the Participating Creditor Countries issued in connection therewith, signed on April 2, 1993. I have further the honour to confirm the following understanding reached in (hereinafter referred to as "the Declaration"), as well as the Statement by the Representatives of the Governments of to as "the USSR") described therein, signed on April 2, 1993 the Russian Federation, acknowledging the foreign debts of the Union of Soviet Socialist Republics (hereinafter referred creditor countries concerned held in Paris on April 25, 26, consultations between the representatives of the Government of the Russian Federation and of the Governments of the 27, 28 and 29, 1996, and the Declaration by the Government of the course of the said negotiations:

- 1. (1) The present arrangements will apply to the total amount of the following principal of and interest (excluding late interest) on the commercial debts with a repayment period of more than one year, contracted or guaranteed by the Government of the USSR or its legally authorized entities under the contracts concluded before Debts": hereinafter referred referred to as "the Creditors") on the other, and insured by the Government of Japan, to the extent covered by the Declaration. The commercial debts mentioned above are the creditors concerned resident in Japan (hereinafter its legally authorized entities on the one hand and January 1, 1991 between the Government of the USSR or The commercial debts mentioned above are sferred to as "the Rescheduled Commercial
- (a) For the debts not previously rescheduled
- (i) the principal and contractual interest (excluding late interest) having fallen due between January 1, 1996 and December 31, 1996, both dates inclusive,

- 限の到来したか又は到来する元本及び契約上の利子(遅延利子を除く。) 「一九百九十七年一月一日から千九百九十七年十二月三十一日までの間(両期日を含む。)に弁済期
- 延利子を除く。)の四十パーセント (両期日を含む。)に弁済期限の到来する元本及び契約上の利子(遅九十九年三月三十一日までの間(両期日を含む。)に弁済期限の到来する元本及び契約上の利子(遅延利子を除く。) 並びに千九百九十九年一月一日から千九百 (の到来する元本及び契約上の利子(遅延利子を除く。) 並びに千九百九十九年一月一日から千九百九十八年十二月三十一日までの間(両期日を含む。)に弁済期
- 簡(以下「従前の書簡Ⅱ」という。)1の規定に従って過去に繰り延べられた債務に関し、連邦政府との間で交換された書簡(以下「従前の書簡Ⅱ」という。)1及び2の規定又は商業上の債務についての債務救済措置に関して千九百九十四年十一月二十七日に日本国政府との別で交換された書簡(以下「従前の書簡Ⅱ」という。)1及び2の規定又は商業上の債務についての債務についての債務をの間で交換された書簡(以下「従前の書簡Ⅰ」という。)1及び2の規定、商業上の債務についての債務をの間で交換された書簡(以下「従前の書簡Ⅰ」という。)1及び2の規定、商業上の債務についての債務をの間で交換された書簡(以下「従前の書簡Ⅰ」という。)1及び2の規定、商業上の債務に回りて、
- 限の到来したか又は到来する元本() 千九百九十七年一月一日から千九百九十七年十二月三十一日までの間(両期日を含む)に弁済期
- の到来する元本の到来する元本
- ② 繰延商業債務は、日本円及び合衆国ドルによって契約された債務から成る。

- (ii) the principal and contractual interest (excluding late interest) having fallen or falling due between January 1, 1997 and December 31, 1997, both dates inclusive, and
- (iii) the principal and contractual interest (excluding late interest) falling due between January 1, 1998 and December 31, 1998, both dates inclusive, and the forty per cent (40%) of the principal and contractual interest (excluding late interest) falling due between January 1, 1999 and March 31, 1999, both dates inclusive.
- (b) For the debts previously rescheduled in accordance with the provisions of paragraphs 1 of the Notes exchanged between the Government of Japan and the Government of the Russian Federation on February 28, 1994 concerning the debt relief measures with respect to the commercial debts (hereinafter referred to as "the Previous Notes I"), the provisions of paragraphs 1 and 2 of the Notes exchanged between the Government of Japan and the Government of the Russian Federation on November 27, 1994 concerning the debt relief measures with respect to the commercial debts (hereinafter referred to as "the Previous Notes II"), or the provisions of paragraph 1 of the Notes exchanged between the Government of Japan and the Government of the Russian Federation on November 30, 1995 concerning the debt relief measures with respect to the commercial debts (hereinafter referred to as "the Previous Notes III"),
- (i) the principal having fallen or falling due between January 1, 1997 and December 31, 1997, both dates inclusive, and
- (ii) the principal falling due between January 1, 1998 and March 31, 1999, both dates inclusive.
- (2) The Rescheduled Commercial Debts consist of debts contracted in Japanese yen and in United States dollars.
- (a) The total amount of the debts referred to in (a) of sub-paragraph (1) above is estimated at two billion two hundred forty-two million nine hundred twenty-nine thousand seven hundred and twenty-six

三合衆国ドル)と見積もられる。

- 積もられる。積もられる。積もられる。(回) (1)(回)にいう債務の総額は、日本円によって契約された債務については、三千十二円 (八一三、二四○、六六二円)、また、合衆国ドルによって契約された債務については、八億千三百二十四万六百六回。(回) (1)(回)にいう債務の総額は、日本円によって契約された債務については、八億千三百二十四万六百六回。
- 最終的照合の後に日本国政府とロシア連邦政府の関係当局間の合意により修正されることがある。③ ②にいう総額は、日本国政府の関係当局とソ連邦対外経済活動銀行(以下「VEB」という。)が行う
- 指定された通貨により債権者に支払う。⑤ ロシア連邦政府は、繰延商業債務の総額を⑦に掲げる支払計画に従いVEBを通じ関係契約によって
- を容易にするため、日本国において施行されている関係法令の範囲内で必要な措置をとる。 6 日本国政府は、商業上の関係債務が⑦に掲げる支払計画に従って行われる支払により決済されること
- 二十日に始まる三十八回の半年賦払により支払われる。()操延商業債務を構成する債務の各々は、この書簡の附属書1に掲げる支払計画に従って二千二年二月()
- (8) ロシア連邦政府は、繰延商業債務を構成する債務の各々について、当該債務が決済されていない限

- yen (\(\frac{4}{2}\),242,929,726) for the debts contracted in Japanese yen and one hundred twenty-three million one hundred sixty-five thousand seven hundred and thirty United States dollars and seventy-three cents (\(\frac{5}{123}\),165,730.73) for the debts contracted in United States dollars.
- (b) The total amount of the debts referred to in (b) of sub-paragraph (1) above is estimated at eight hundred thirteen million two hundred forty thousand six hundred and sixty-two yen (#813,240,662) for the debts contracted in Japanese yen and thirty-nine million seven hundred ninety-one thousand nine hundred and ninety-four United States dollars and twenty-two cents (\$39,791,994.22) for the debts contracted in United States dollars.
- (3) Modifications may be made to the total amounts referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Government of the Russian Federation, after the final verification to be made by the authorities concerned of the Government of Japan and Vnesheconombank of the USSR (hereinafter referred to as "VEB").
- (4) The Government of the Russian Federation will notify the Government of Japan, through VEB, of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (5) The Government of the Russian Federation will pay the total amount of the Rescheduled Commercial Debts to the Creditors in the currency or currencies designated in the contracts concerned through VEB in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (6) The Government of Japan will take necessary measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the commercial debts concerned by the payment to be made in accordance with the payment scheme as set out in subparagraph (7) below.
- (7) Each of the debts composing the Rescheduled Commercial Debts will be paid in thirty-eight (38) semi-annual installments beginning on February 20, 2002 in accordance with the payment schedule shown in Annex I attached to this Note.
- (8) (a) The Government of the Russian Federation

ロシアとの二の債務救済措置取極

支払う。最初の利子の支払は、千九百九十七年八月二十日に行われる。り、心、心及び创に定めるところにより算定される利子を毎年二月二十日及び八月二十日に債権者に

間取引金利(以下「LIBOR」というごに年〇・五パーセントを加えたものとする。合衆国ドルによって契約された債務については、合衆国ドル預金に対する適用可能なロンドン銀行長期最優遇貸出金利(以下「最優遇金利」というごに年〇・三七五パーセントを加えたものとし、長期最優遇貸出金利(以下「最優遇金利」というごに年〇・三七五パーセントを加えたものとし、

(両期日を含む。)を以下「金利特定期間」という。 (両期日を含む。)を以下「金利特定期間」という。基準日と次の基準日の前日までの間)

出しに適用されるLIBORを意味する。 で用いるときはいつでも、金利特定期間の初日に先立つ二取引日前の合衆国ドルによる六箇月の貸い 金利特定期間の一についての合衆国ドル預金に対する適用可能なLIBORとは、この書簡の中

係債務が決済されていない限り、対応する金利特定期間においてのみ適用可能である。 (※) 繰延商業債務に関し、各最優遇金利又は合衆国ドル預金に対して適用される各LIBORは、関

will pay to the Creditors, on February 20 and August 20 each year, interest to be calculated as described in (b), (c) and (d) below, accruing on each of the debts composing the Rescheduled Commercial Debts to the extent that they have not been settled. The first payment of the interest will be made on August 20, 1997.

(b) (i) The rate of interest on the Rescheduled Commercial Debts will be nought point three seven five per cent (0.375%) per annum above the applicable Japanese yen long-term prime lending rate (hereinafter referred to as "prime rate") for the debts contracted in Japanese yen and nought point five per cent (0.5%) per annum above the applicable London inter-bank offered rate (hereinafter referred to as "LIBOR") on United States dollars deposits for the debts contracted in United States dollars.

(ii) The dates February 20 and August 20 each year are hereinafter referred to as "the base dates". The period between a base date and the day immediately preceding the next base date (both dates inclusive) is hereinafter referred to as "the rate fixation period".

(iii) The applicable prime rate with respect to a particular rate fixation period means, whenever used in this Note, the rate applied as such by banks of Japan on the first business day in the rate fixation period.

(iv) The applicable LIBOR on United States dollar deposits with respect to a particular rate fixation period means, whenever used in this Note, the LIBOR applied for six months lending in United States dollars on the second business day preceding the first day of the rate fixation period.

(v) Concerning the Rescheduled Commercial Debts, each prime rate or LIBOR on United States dollar deposits is applicable only during the corresponding rate fixation period, insofar as the debt concerned remains unsettled.

ロシアとの二の債務救済措置取極

- る。一日当たりの適用可能な利子率は、⑸⑸にいう利子率を三百六十五で除して算出される。当該債務が支払われないままに経過した日数及び一日当たりの適用可能な利子率を乗じて算出されに)金利特定期間の一について支払われる利子の額は、未決済の債務の額に当該金利特定期間において
- 利特定期間の各々について算定された利子の額を合計したものとなる。()関係債務が一の金利特定期間を超えて未決済である場合には、支払われる利子の額は、関係する金
- う。 を超えない期間遅延した場合には、未払額から生ずる遅延利子を⑻⑹⑴にいう利子率によって支払の@ ロシア連邦政府は、衍に掲げる支払計画(⑻⑷に掲げる利子の支払計画を含むご上の支払が十五日
- ○・五パーセントを加えた利子率によって支払う。(8)(6)(1)にいう利子率によって、弁済期日後の十六日目の日以後については、(8)(6)(1)にいう利子率に年を超えて遅延した場合には、未払額から生ずる遅延利子を弁済期日後の最初の十五日間については、を超えて遅延した場合には、未払額から生ずる遅延利子を弁済期日後の最初の十五日間については、というです。
- (以下「支払猶予商業債務」という。)を⑦に掲げる支払計画に従って債権者に支払う。2⑴ ロシア連邦政府は、従前の書簡Ⅰ、Ⅱ又はⅢの規定に従って過去に支払を猶予された次の債務の元本
- 九百九十六年七月一日に弁済期限の到来したもの。(4) 従前の書簡14の規定に従って支払を猶予された債務であって、千九百九十六年一月一日及び千年の場合の書館14の規定に従って支払を猶予された債務であって、千九百九十六年一月一日及び千年の

九〇四

- (c) The amount of interest to be paid with respect to a particular rate fixation period will be calculated by multiplying the amount of the debts unsettled by the product of the number of the days the debt has not been settled in the said rate fixation period and the applicable daily interest rate. The applicable daily interest rate is calculated by dividing the rate of interest referred to in (b) (i) above by three hundred and sixty-five (365).
- (d) In case where the debt concerned has remained unsettled beyond one rate fixation period, the amount of interest to be paid will be the total of the amount of interest calculated with respect to each of the rate fixation periods concerned.
- (9) (a) In case where any payment under the payment scheme set out in sub-paragraph (7) above, including the payment schedule of interest set out in (a) of sub-paragraph (8) above, is delayed for not more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (i) of sub-paragraph (8) above.
- (b) In case where any payment under the payment scheme set out in sub-paragraph (7) above, including the payment schedule of interest set out in (a) of sub-paragraph (8) above, is delayed for more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (i) of sub-paragraph (8) above in the first fifteen (15) days following the due date, and at the rate of nought point five per cent (0.5%) per annum above the rate of interest referred to in (b) (i) of sub-paragraph (8) above on or after the sixteenth (16th) day following the due date.
- 2. (1) The Government of the Russian Federation will pay to the Creditors, in accordance set out in sub-paragraph (7) below, the principal of the following debts previously deferred in accordance with the provisions of the Previous Notes I, II or III (hereinafter referred to as "the Deferred Commercial Debts").
- (a) (i) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes I, having fallen due on January 1, 1996 and July 1, 1996.

- 九百九十六年七月一日に弁済期限の到来したもの。 () 従前の書簡15の規定に従って支払を猶予された債務であって、千九百九十六年一月一日及び干()
- 済期限の到来するもの。 い⑴ 従前の書簡Ⅱ4の規定に従って支払を猶予された債務であって、千九百九十七年九月三十日に弁
- 千九百九十八年九月三十日及び千九百九十九年三月三十一日に弁済期限の到来するもの。(※) 従前の書簡Ⅱ4の規定に従って支払を猶予された債務であって、千九百九十八年三月三十一日、
- 日に弁済期限の到来するもの。
 田に弁済期限の到来するもの。
 政策の書簡Ⅱ5及び6の規定に従って支払を猶予された債務であって、千九百九十七年九月三十
- 一日、千九百九十八年九月三十日及び千九百九十九年三月三十一日に弁済期限の到来するもの。 従前の書簡Ⅱ5及び6の規定に従って支払を猶予された債務であって、千九百九十八年三月三十
- 弁済期限の到来するもの。 ◎① 従前の書簡Ⅲ2の規定に従って支払を猶予された債務であって、千九百九十七年十月三十一日に
- 千九百九十八年十月三十一日に弁済期限の到来するもの。従前の書簡Ⅲ2の規定に従って支払を猶予された債務であって、千九百九十八年四月三十日及び

- (ii) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes I, having fallen due on January 1, 1997.
- (iii) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes I, falling due on July 1, 1997.
- (iv) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes I, falling due on January 1, 1998, July 1, 1998 and January 1, 1999.
- (v) The debts deferred in accordance with the provisions of paragraph 5 of the Previous Notes I, having fallen due on January 1, 1996 and July 1, 1996.
- The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes II, falling due on September 30, 1997.

(d

- (ii) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes II, falling due on March 31, 1998, September 30, 1998 and March 31, 1999.
- (iii) The debts deferred in accordance with the provisions of paragraphs 5 and 6 of the Previous Notes II, falling due on September 30, 1997.
- (iv) The debts deferred in accordance with the provisions of paragraphs 5 and 6 of the Previous Notes II, falling due on March 31, 1998, September 30, 1998 and March 31, 1999.
- (i) The debts deferred in accordance with the provisions of paragraph 2 of the Previous Notes III, falling due on October 31, 1997.

(c)

- (ii) The debts deferred in accordance with the provisions of paragraph 2 of the Previous Notes III, falling due on April 30, 1998 and October 31, 1998.
- (iii) The debts deferred in accordance with the provisions of paragraphs 3 and 4 of

- 九十六年一月一日及び千九百九十六年七月一日に弁済期限の到来したもの。 従前の書簡Ⅲ5⑴@及び⑵並びに5⑺@の規定に従って支払を猶予された債務であって、千九百

- 九十七年十月三十一日に弁済期限の到来するもの。 〜 一九十七年十月三十一日に弁済期限の到来するもの。 〜 従前の書簡Ⅲ5⑴岎及び创並びに5⑺岎の規定に従って支払を猶予された債務であって、千九百
- に弁済期限の到来するもの。 ② 従前の書簡Ⅲ5엢の規定に従って支払を猶予された債務であって、千九百九十八年十月三十一日
- 九百四十円(一三、六一七、四五三、九四〇円)、合衆国ドルによって契約された債務については、二払猶予商業債務の総額は、日本円によって契約された債務については、百三十六億千七百四十五万三千② 支払猶予商業債務は、日本円、合衆国ドル及びドイツ・マルクによって契約された債務から成る。支

the Previous Notes III, falling due on October 31, 1998.

- (iv) The debts deferred in accordance with the provisions (a) and (c) of sub-paragraph (1) and (a) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, having fallen due on January 1, 1996 and July 1, 1996.
- (v) The debts deferred in accordance with the provisions of (a) and (c) of subparagraph (1) and (a) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, having fallen due on January 1, 1997.
- (vi) The debts deferred in accordance with the provisions of (a) and (c) of sub-paragraph (1) and (a) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, falling due on July 1, 1997.
- (vii) The debts deferred in accordance with the provisions of (a) and (c) of subparagraph (1) and (a) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, falling due on January 1, 1998, July 1, 1998 and January 1, 1999.
- (viii) The debts deferred in accordance with the provisions of (b) and (d) of subparagraph (1) and (b) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, falling due on October 31, 1997.
- (ix) The debts deferred in accordance with the provisions of (b) and (d) of subparagraph (1) and (b) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, falling due on April 30, 1998 and October 31, 1998.
- (x) The debts deferred in accordance with the provisions of sub-paragraph (10) of paragraph 5 of the Previous Notes III, falling due on October 31, 1998.

 (2) The Deferred Commercial Debts consist of debts contracted in Japanese yen and in United States dollars as well as in German marks. The total amount of the Deferred Commercial Debts is estimated at thirteen billion six hundred seventeen million four hundred fifty-three thousand nine hundred and forty yen (#13,617,453,940)

・マルクニ十四ペニッヒ(五、九四八、八六五・二四ドイツ・マルク)と見積もられる。ル)、また、ドイツ・マルクによって契約された債務については、五百九十四万八千八百六十五ドイツ億五千八百九十四万七千八百五十九合衆国ドル十一セント(二五八、九四七、八五九・一一合衆国ド

- 府の関係当局間の合意により修正されることがある。

 ③ ②にいう総額は、日本国政府の関係当局とVEBが行う最終的照合の後に日本国政府とロシア連邦政
- って指定された通貨により債権者に支払う。(5) ロシア連邦政府は、支払猶予商業債務の総額を⑦に掲げる支払計画に従いVEBを通じ関係契約によ
- を容易にするため、日本国において施行されている関係法令の範囲内で必要な措置をとる。(6) 日本国政府は、商業上の関係債務が(7)に掲げる支払計画に従って行われる支払により決済されること
- 者に支払う。最初の利子の支払は、千九百九十七年八月二十日に行われる。 い限り、心、心及び心に定めるところにより算定される利子を毎年二月二十日及び八月二十日に債権の ロシア連邦政府は、支払猶予商業債務を構成する債務の各々について、当該債務が決済されていな
- 換の日の前日までの間(両期日を含む。)に適用される利子率は、従前の書簡148℃⑪にいう遅延⑪⑪(饥@①及び@⑪にいう債務に対し、従前の書簡1に規定された各々の弁済期日からこの書簡の交

for the debts contracted in Japanese yen, two hundred fifty-eight million nine hundred forty-seven thousand eight hundred and fifty-nine United States dollars and eleven cents (\$258,947,859.11) for the debts contracted in United States dollars and five million nine hundred forty-eight thousand eight hundred and sixty-five German marks and twenty-four pfennig (DM5,948,865.24).

- (3) Modifications may be made to the total amounts referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Government of the Russian Federation, after the final verification to be made by the authorities concerned of the Government of Japan and VEB.
- (4) The Government of the Russian Federation will notify the Government of Japan, through VEB, of the amount and the dates of payments which will be made in order to settle the Deferred Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (5) The Government of the Russian Federation will pay the total amounts of the Deferred Commercial Debts to the Creditors in the currency or currencies designated in the contracts concerned through VEB in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (6) The Government of Japan will take necessary measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the commercial debts concerned by the payment to be made in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (7) Each of the debts composing the Deferred Commercial Debts will be paid in thirty (30) semi-annual installments beginning on February 20, 2002 in accordance with the payment schedule shown in Annex II attached to this Note.
- (8) (a) The Government of the Russian Federation will pay to the Creditors, on February 20 and August 20 each year, interest to be calculated as described in (b), (c) and (d) below, on each of the debts composing the Deferred Commercial Debts to the extent that they have not been settled. The first payment of the interest will be made on August 20, 1997.
- (b) (i) The rate of interest on the debts referred to in (a) (i) and (a) (ii) of sub-paragraph (1) above, applied for the period between

ロシアとの二の債務救済措置取極

利子の率と同等の率となる。

- 子の率と同等の率となる。 (①○回及び○回)にあり、では、後前の書簡Ⅲ5回のにいう遅延利換の日の前日までの間(両期日を含む。)に適用される利子率は、従前の書簡Ⅲ5回のにいう遺務に対し、従前の書簡Ⅲに規定された各々の弁済期日からこの書簡の交
- (両期日を含む。)に適用される利子率は、씞にいう利子率と同等の率となる。(11回迎及び心()にいう債務に対し、この書簡の交換の日から千九百九十七年八月十九日までの間
- (1) (1) (a) (1) 及び(c) (d) にいう債務に対し、千九百九十八年二月二十日から適用される利子率は、

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each due date stipulated in the Previous Notes I and the previous day of the date of exchange of the present Notes, both dates inclusive, will be the rate equal to the rate of late interest referred to in (c) (ii) of sub-paragraph (8) of paragraph 4 of the Previous Notes I.

- (ii) The rate of interest on the debts referred to in (a) (v) of sub-paragraph (1) above, applied for the period between each due date stipulated in the Previous Notes I and the previous day of the date of exchange of the present Notes, both dates inclusive, will be the rate equal to the rate of late interest referred to in (b) of sub-paragraph (4) of paragraph 5 of the Previous Notes I.
- (iii) The rate of interest on the debts referred to in (c) (iv) and (c) (v) of sub-paragraph (1) above, applied for the period between each due date stipulated in the Previous Notes III and the previous day of the date of exchange of the present Notes, both dates inclusive, will be the rate equal to the rate of late interest referred to in (b) of sub-paragraph (9) of paragraph 5 of the previous Notes III.
- (iv) The rate of interest on the debts referred to in (a) (i), (a) (v) and (c) (iv) of subparagraph (1) above, applied for the period between the date of exchange of the present Notes and February 19, 1998, both dates inclusive, will be the applicable prime rate for the debts contracted in Japanese yen, the applicable LIBOR on United States dollars and the applicable LIBOR on German mark deposits for the debts contracted in Contracted in German marks.
- (v) The rate of interest on the debts referred to in (a) (ii) and (c) (v) of sub-paragraph (1) above, applied for the period between the date of exchange of the present Notes and August 19, 1997, both dates inclusive, will be the rate equal to the rate of interest referred to in (iv) above.
- (vi) The rate of interest on the debts referred

でありによる。 債務については、ドイツ・マルク預金に対する適用可能なLIBORに年○・五パーセントを加えなLIBORに年○・五パーセントを加えたものとし、合衆国ドルによって契約された債務については、合衆国ドル預金に対する適用可能 日本円によって契約された債務については、適用可能な最優遇金利に年○・三七五パーセントを加

- ・ 支払猶予商業債務(①(a)①、(a)②、(a)②、(a)②及び(a)②にいう債務を除く。)に対する利子率は、
- 箇月の貸出しに適用されるLIBORを意味する。の中で用いるときはいつでも、金利特定期間の初日に先立つ二取引日前のドイツ・マルクによる六の中で用いるときはいつでも、金利特定期間の初日に先立つ二取引日前のドイツ・マルク預金に対する適用可能なLIBORとは、この書簡
- する金利特定期間においてのみ適用可能である。ドイツ・マルク預金に対して適用される各LIBORは、関係債務が決済されていない限り、対応、支払猶予商業債務に関し、各最優遇金利、合衆国ドル預金に対して適用される各LIBOR又は
- 十五で除して算出される。
 一日当たりの適用可能な利子率は、⑤①、⑪、⑪、⑪、⑰、⑰、⑽、梲又は鰔にいう利子率を三百六る。一日当たりの適用可能な利子率は、⑥①、⑪、⑪、俽、⑰、俽、梲又は鰔にいう利子率を乗じて算出され当該債務が支払われないままに経過した日数及び一日当たりの適用可能な利子率を乗じて算出されて 金利特定期間の一について支払われる利子の額は、未決済の債務の額に当該金利特定期間において

to in (a) (i), (a) (v) and (c) (iv) of subparagraph (1) above, applied on and after
February 20, 1998 will be nought point
three seven five per cent (0.375%) per
annum above the applicable prime rate for
the debts contracted in Japanese yen,
nought point five per cent (0.5%) per annum
above the applicable LIBOR on United States
dollar deposits for the debts contracted in
United States dollars and nought point five
per cent (0.5%) per annum above the
applicable LIBOR on German mark deposits
for the debts contracted in German marks.

- (vii) The rate of interest on the debts referred
 to in (a) (ii) and (c) (v) of sub-paragraph
 (1) above, applied on and after August 20,
 1997 will be the rate equal to the rate of
 interest referred to in (vi) above.
- (viii) The rate of interest on the Deferred Commercial Debts (excluding the debts referred to in (a) (i), (a) (ii), (a) (v), (c) (iv) and (c) (v) of sub-paragraph (1) above) will be the rate equal to the rate of interest referred to in (vi) above.
- (ix) The applicable LIBOR on German mark deposits with respect to a particular rate fixation period means, whenever used in this Note, the LIBOR applied for six months lending in German marks on the second business day preceding the first day of the rate fixation period.
- (x) Concerning the Deferred Commercial Debts, each prime rate, LIBOR on United States dollar deposits or LIBOR on German mark deposits is applicable only during the corresponding rate fixation period, insofar as the debt concerned remains unsettled.
- (c) The amount of interest to be paid with respect to a particular rate fixation period will be calculated by multiplying the amount of the debts unsettled by the product of the number of the days the debt has not been settled in the said rate fixation period and the applicable daily interest rate. The applicable daily interest rate is calculated by dividing the rate of interest referred to in (b) (i), (ii), (iii), (iv), (v), (vi), (vii) or

- 払う。 日を超えない期間遅延した場合には、未払額から生ずる遅延利子を800句にいう利子率によって支90句) ロシア連邦政府は、⑦に掲げる支払計画(80句に掲げる利子の支払計画を含む。上の支払が十五
- 率に年○・五パーセントを加えた利子率によって支払う。
 は、800切にいう利子率によって、弁済期日後の十六日目の日以後については、800切にいう利子は、800切にいう利子率によって、弁済期日後の十六日目の日以後については、800切にいう利子率に年○・五パーセントを加えた利子率によって支払う。

- は、未払額から生ずる遅延利子を866位にいう利子率によって支払う。(の及び60位にいう債務に対する80位に定める利子の支払が十五日を超えない期間遅延した場合に(の)() (の)(の規定にかかわらず、ロシア連邦政府は、干九百九十八年二月二十日に行われる(1)(の)()(の)
- ⑥ ⑥⑥の規定にかかわらず、ロシア連邦政府は、千九百九十八年二月二十日に行われる①⑥⑥ ⑥

(viii) above, as applicable, by three hundred and sixty-five (365).

(d) In case where the debt concerned has remained unsettled beyond one rate fixation period, the amount of interest to be paid will be the total of the amount of interest calculated with respect to each of the rate fixation periods concerned.

(9)

- (a) (i) In case where any payment under the payment scheme set out in sub-paragraph (7) above, including the payment schedule of interest set out in (a) of sub-paragraph (8) above, is delayed for not more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (vi) of sub-paragraph (8) above.
- (ii) In case where any payment under the payment scheme set out in sub-paragraph (7) above, including the payment schedule of interest set out in (a) of sub-paragraph (8) above, is delayed for more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (vi) of sub-paragraph (8) above in the first fifteen (15) days following the due date, and at the rate of nought point five per cent (0.5%) per annum above the rate of interest referred to in (b) (vi) of sub-paragraph (8) above on or after the sixteenth (16th) day following the due date.
- (b) (i) Notwithstanding the provisions of (a) (i) above, in case where the payment of the interest described in (a) of sub-paragraph (8) above on the debts referred to in (a) (i), (a) (v) and (c) (iv) of sub-paragraph (1) above to be made on February 20, 1998 is delayed for not more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (iv) of sub-paragraph (8) above.
- (ii) Notwithstanding the provisions of (a) (ii)

3 (1)

ロシア連邦政府は、従前の書簡Ⅰ、Ⅱ又はⅢの規定に従って過去に繰り延べられたか又は支払猶予さ

子率によって支払う。 弁済期日後の十六日目の日以後については、8000にいう利子率に年〇・五パーセントを加えた利 類から生ずる遅延利子を弁済期日後の最初の十五日間については、8000にいう利子率によって、 似及び600にいう債務に対する800に定める利子の支払が十五日を超えて遅延した場合には、未払

額から生ずる遅延利子を80份似にいう利子率によって支払う。(公)(い)(の)(の)の規定にかかわらず、ロシア連邦政府は、千九百九十七年八月二十日に行われる(1)(の)及び

(c)

はって支払う。 日後の十六日目の日以後については、®(b)(g)にいう利子率に年〇・五パーセントを加えた利子率に 日後の十六日目の日以後については、®(b)(g)にいう利子率に年〇・五パーセントを加えた利子率に 生ずる遅延利子を弁済期日後の最初の十五日間については、®(b)(g)にいう利子率によって、弁済期 生ずる遅延利子を弁済期日後の最初の十五日間については、®(b)(g)にいう利子率によって、弁済期 生ずる遅延利子を弁済期日後の最初の十五日間については、8(b)(g)にいう利子率に年〇・五パーセントを加えた利子率に はって支払う。

above, in case where the payment of the interest described in (a) of sub-paragraph (8) above on the debts referred to in (a) (i), (a) (v) and (c) (iv) of sub-paragraph (1) above to be made on February 20, 1998 is delayed for more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (iv) of sub-paragraph (8) above in the first fifteen (15) days following the due date, and at the rate of nought point five per cent (0.5%) per annum above the rate of interest referred to in (b) (iv) of sub-paragraph (8) above on or after the sixteenth (16th) day following the due date.

(i) Notwithstanding the provisions of (a) (i) above, in case where the payment of the interest described in (a) of sub-paragraph (8) above on the debts referred to in (a) (ii) and (c) (v) of sub-paragraph (1) above to be made on August 20, 1997 is delayed for not more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (iv) of sub-paragraph (8) above.

(ii) Notwithstanding the provisions of (a) (ii) above, in case where the payment of the interest described in (a) of sub-paragraph (8) above on the debts referred to in (a) (ii) and (c) (v) of sub-paragraph (1) above to be made on August 20, 1997 is delayed for more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) (iv) of sub-paragraph (8) above in the first fifteen (15) days following the due date, and at the rate of nought point five per cent (0.5%) per annum above the rate of interest referred to in (b) (iv) of sub-paragraph (8) above on or after the sixteenth (16th) day following the due date.

(1) The Government of the Russian Federation will

ω

成商業債務」という。れれた次の債務の元本を衍に掲げる支払計画に従って債権者に支払う。前記の商業上の債務は以下「再構れた次の債務の元本を衍に掲げる支払計画に従って債権者に支払う。前記の商業上の債務は以下「再構

- 後に弁済期限の到来するもの。(④)() 従前の書簡11及び2の規定に従って繰り延べられた債務であって、千九百九十九年四月一日以
- 後に弁済期限の到来するもの。(ゆ)(1) 従前の書簡Ⅱ1及び2の規定に従って繰り延べられた債務であって、千九百九十九年四月一日以
- 弁済期限の到来するもの。一従前の書簡Ⅱ4の規定に従って支払を猶予された債務であって、千九百九十九年四月一日以後に

- 弁済期限の到来するもの。一 従前の書簡Ⅲ2の規定に従って支払を猶予された債務であって、千九百九十九年四月一日以後に
- 百九十九年四月一日以後に弁済期限の到来するもの。 (x) 従前の書簡Ⅲ5⑴((a)及び⑴(())並びに5⑺(())の規定に従って支払を猶予された債務であって、千

pay to the Creditors, in accordance with the payment scheme as set out in sub-paragraph (7) below, the principal of the following debts, previously rescheduled or deferred in accordance with the Previous Notes I, II or III. The commercial debts mentioned above are hereinafter referred to as "the Re-organized Commercial Debts".

(i) The debts rescheduled in accordance with the provisions of paragraphs 1 and 2 of the Previous Notes I, falling due on or after April 1, 1999.

(a)

- (ii) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes I, falling due on or after April 1, 1999.
- (i) The debts rescheduled in accordance with the provisions of paragraphs 1 and 2 of the Previous Notes II, falling due on or after April 1, 1999.

(d

- (ii) The debts deferred in accordance with the provisions of paragraph 4 of the Previous Notes II, falling due on or after April 1, 1999.
- (iii) The debts deferred in accordance with the provisions of paragraphs 5 and 6 of the Previous Notes II, falling due on or after April 1, 1999.
- The debts rescheduled in accordance with the provisions of paragraph 1 of the Previous Notes III, falling due on or after April 1, 1999.

(c)

- (ii) The debts deferred in accordance with the provisions of paragraph 2 of the Previous Notes III, falling due on or after April 1, 1999.
- (iii) The debts deferred in accordance with the provisions of paragraphs 3 and 4 of the Previous Notes III, falling due on or after April 1, 1999.
- (iv) The debts deferred in accordance with the provisions of (a) and (c) of sub-paragraph(1) and (a) of sub-paragraph (7) of paragraph 5 of the Previous Notes III,

百九十九年四月一日以後に弁済期限の到来するもの。 従前の書簡Ⅲ5⑴⑹及び⑴⑷並びに5⑺岎の規定に従って支払を猶予された債務であって、千九

(v)

- に弁済期限の到来するもの。 が 従前の書簡Ⅲ5⑩の規定に従って支払を猶予された債務であって、千九百九十九年四月一日以後
- ○九、二一三・○○ドイツ・マルク)と見積もられる。
 一○九、二一三・○○ドイツ・マルク(二、大)の大
 一○九、二一三・○○ドイツ・マルクによって契約された債務については、二百十万九千二百十三ドイツ・マルク(二、大)の大
 一○九、二一三・○○ドイツ・マルク)と見積もられる。
 一○九、二一三・○○ドイツ・マルク)と見積もられる。
- 府の関係当局間の合意により修正されることがある。 ②にいう総額は、日本国政府の関係当局とVEBが行う最終的照合の後に日本国政府とロシア連邦政
- て指定された通貨により債権者に支払う。(5) ロシア連邦政府は、再構成商業債務の総額を⑦に掲げる支払計画に従いVEBを通じ関係契約によっ
- を容易にするため、日本国において施行されている関係法令の範囲内で必要な措置をとる。 日本国政府は、商業上の関係債務が(7)に掲げる支払計画に従って行われる支払により決済されること

falling due on or after April 1, 1999.

- (v) The debts deferred in accordance with the provisions of (b) and (d) of sub-paragraph
 (1) and (b) of sub-paragraph (7) of paragraph 5 of the Previous Notes III, falling due on or after April 1, 1999.
- (vi) The debts deferred in accordance with the provisions of sub-paragraph (10) of paragraph 5 of the Previous Notes III, falling due on or after April 1, 1999.
- debts contracted in Japanese yen and in United States dollars as well as in German marks. The total amount of the Re-organized Commercial Debts is estimated at fourteen billion one hundred twenty-eight million forty-eight thousand two hundred and thirty-one yen (#14,128,048,231) for the debts contracted in Japanese yen, five hundred eighty-one million five hundred seventy-nine thousand and thirty-five United States dollars and fifty-six cents (\$581,579,035.56) for the debts contracted in United States dollars and thousand two hundred and thirty-eight points (\$581,579,035.56) for the debts contracted in United States dollars and two million one hundred nine thousand two hundred and thirteen German marks (DM2,109,213.00).
- (3) Modifications may be made to the total amounts referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Government of the Russian Federation, after the final verification to be made by the authorities concerned of the Government of Japan and VEB.
- (4) The Government of the Russian Federation will notify the Government of Japan, through VEB, of the amount and the dates of payments which will be made in order to settle the Re-organized Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (5) The Government of the Russian Federation will pay the total amount of the Re-organized Commercial Debts to the Creditors in the currency or currencies designated in the contracts concerned through VEB in accordance with the payment scheme as set out in sub-paragraph (7) below.
- (6) The Government of Japan will take necessary measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the commercial debts concerned by the payment to be made in accordance with the payment scheme as set out in sub-paragraph (7) below.

- 年二月二十日に始まる三十八回の半年賦払により支払われる。(1)(3)(1)、(3)(1)及び(3)にいう債務の各々は、この書簡の附属書Iに掲げる支払計画に従って二千二円の(3)(1)の(3)に対して
- に掲げる支払計画に従って二千二年二月二十日に始まる三十回の半年賦払により支払われる。(□)<
- 支払われることが確認される。 びⅢの規定に従って生ずるものについては、従前の書簡Ⅰ、Ⅱ及びⅢそれぞれの関係規定に従って 遅い利子の支払期日から千九百九十九年四月一日までの間(両期日を含む。)に従前の書簡Ⅰ、Ⅱ及 通 1(1)(6)及び2(1)にいう商業上の債務に対する利子であって、千九百九十九年四月一日以前の最も
- に年○・五パーセントを加えたものとする。
 に年○・五パーセントを加えたものとし、「イツ・マルク預金に対する適用可能なLIBORツ・マルクによって契約された債務については、ドイツ・マルク預金に対する適用可能なLIBORに年○・五パーセントを加えたものとし、また、ドイク・マルクによって契約された債務については、適用可能な最優遇
- 当該債務が支払われないままに経過した日数及び一日当たりの適用可能な利子率を乗じて算出されに)金利特定期間の一について支払われる利子の額は、未決済の債務の額に当該金利特定期間において

- (7) (a) Each of the debts referred to in (a) (i), (b) (i) and (c) (i) of sub-paragraph (1) above will be paid in thirty-eight (38) semi-annual installments beginning on February 20, 2002 in accordance with the payment schedule shown in Annex I attached to this Note.
- (b) Each of the debts referred to in (a) (ii), (b) (ii), (b) (iii), (c) (ii), (c) (iii), (c) (iv), (c) (v) and (c) (vi) of sub-paragraph (1) above will be paid in thirty (30) semi-annual installments beginning on February 20, 2002 in accordance with the payment schedule shown in Annex II attached to this Note.

(8)

- (a) (i) The Government of the Russian Federation will pay to the Creditors, on February 20 and August 20 each year, interest to be calculated as described in (b), (c) and (d) below, accruing on or after April 2, 1999, on each of the debts composing the Re-organized Commercial Debts to the extent that they have not been settled. The first payment of the interest will be made on August 20, 1999.
- (ii) It is confirmed that the interests on the commercial debts referred to in (b) of sub-paragraph (1) of paragraph 1 above and sub-paragraph (1) of paragraph 2 above, accruing in accordance with the provisions of the Previous Notes I, II and III during the period between the day of the last interest due date before April 1, 1999 and April 1, 1999, both dates inclusive, will be paid in accordance with the relevant provisions of the Previous Notes I, II and III respectively.
- (b) The rate of interest on the Re-organized Commercial Debts, will be nought point three seven five per cent (0.375%) per annum above the applicable prime rate for the debts contracted in Japanese yen, nought point five per cent (0.5%) per annum above the applicable LIBOR on United States dollar deposits for the debts contracted in United States dollars and nought point five per cent (0.5%) per annum above the applicable LIBOR on German mark deposits for the debts contracted in German marks.
- (c) The amount of interest to be paid with respect to a particular rate fixation period will be calculated

- 利特定期間の各々について算定された利子の額を合計したものとなる。()関係債務が一の金利特定期間を超えて未決済である場合には、支払われる利子の額は、関係する金
- う。 日を超えない期間遅延した場合には、未払額から生ずる遅延利子を®心にいう利子率によって支払90の ロシア連邦政府は、⑦に掲げる支払計画(⑧の)に掲げる利子の支払計画を含む。)上の支払が十五
- ○・五パーセントを加えた利子率によって支払う。は、800にいう利子率によって、弁済期日後の十六日目の日以後については、800にいう利子率によって、弁済期日後の十六日目の日以後については、800にいう利子率に年日を超えて遅延した場合には、未払額から生ずる遅延利子を弁済期日後の最初の十五日間についての・五パーセントを加えた利子率によって支払計画(800)に掲げる利子の支払計画を含む。)上の支払が十五00円を担い
- (支払う。(支払うのすべての租税又は課徴金が免除される。ロシアの法律によって租税又は課徴金が要求されるロシア連邦のすべての租税又は課徴金が免除される。ロシアの法律によって租税又は課徴金が要求される場合を除くほか、
- 5 ロシア連邦政府は、関係債務の決済に伴って日本国外で生ずる銀行手数料を支払う。
- 合を除くほか、引き続き適用されることが確認される。(6)(関係契約の条件は、この書簡の条件と両立しない場合又は関係契約の当事者間で別段の合意がある場

by multiplying the amount of the debts unsettled by the product of the number of the days the debt has not been settled in the said rate fixation period and the applicable daily interest rate. The applicable daily interest rate is calculated by dividing the rate of interest referred to in (b) above by three hundred and sixty-five (365).

- (d) In case where the debt concerned has remained unsettled beyond one rate fixation period, the amount of interest to be paid will be the total of the amount of interest calculated with respect to each of the rate fixation periods concerned.
- (9) (a) In case where any payment under the payment scheme set out in sub-paragraph (7) above, including the payment schedule of interest set out in (a) (i) of sub-paragraph (8) above, is delayed for not more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) of sub-paragraph (8) above.
- (b) In case where any payment under the payment scheme set out in sub-paragraph (7) above, including the payment schedule of interest set out in (a) (i) of sub-paragraph (8) above, is delayed for more than fifteen (15) days, the Government of the Russian Federation will pay the late interest accruing on the overdue amount at the rate of interest referred to in (b) of sub-paragraph (8) above in the first fifteen (15) days following the due date, and at the rate of nought point five per cent (0.5%) per annum above the rate of interest referred to in (b) of sub-paragraph (8) above on or after the sixteenth (16th) day following the due date.
- 4. The interest paid will be exempted from all taxes or duties of the Russian Federation except to the extent that such taxes or duties may in the future be required by Russian law. In case the taxes or duties are required by Russian law, the Government of the Russian Federation shall pay, through VEB, the amount equal to such taxes or duties to the Creditors on the relevant due date.
- 5. The Government of the Russian Federation will pay bank charges incurred outside Japan incidental to the settlement of the debts concerned.
- 6. (1) It is confirmed that the terms and conditions of the contracts concerned will remain applicable, except to the extent inconsistent with the terms and conditions of

(2) ることが確認される 従前の書簡Ⅰ、Ⅱ及びⅢの条件は、この書簡の条件と両立しない場合を除くほか、引き続き適用され

ロシアとの二の債務救済措置取極

7 払計画について1⑺、2⑺又は3⑺@及び⑹にいう条件より有利な条件を与えた場合には、当該第三国の 居住者である債権を有するものに与えられる条件より不利でない条件を債権者に直ちに与える。 ロシア連邦政府は、いずれかの第三国の居住者であって債権を有するものに対し対応する対外債務の支

(I) が、合意議事録の規定が実施されなくなる日に適用されなくなること又は合意議事録の規定が実施され 見の一致による決定に基づいて、合意議事録の規定が実施されなくなること又は実施されなくなったこ とをロシア連邦政府に対し通告した場合には、日本国政府は、この書簡の規定(この項の規定を除く。) なくなった日に適用されなくなったことをロシア連邦政府に対し書面により通告することができる。 十一日以前の支払義務を履行しなかったことを理由に、関係債権諸国団体の議長が、関係債権諸国の意 れる債務に関するロシア連邦政府との合意(以下「合意議事録」という。)にいう千九百九十九年三月三 ロシア連邦政府の代表者と関係債権諸国政府の代表者によって署名された外国の公的な債権者に支払わ 1から7までの規定にかかわらず、ロシア連邦政府が、千九百九十六年四月二十九日にパリにおいて

過去に繰り延べられたか又は支払を猶予された債務については、従前の書簡Ⅰ、Ⅱ又はⅢの関係規定に れなかったか又は支払を猶予されなかった債務については、当初の原契約の関係規定に従って、また、 業債務は、合意議事録の規定が実施されなくなる日又は実施されなくなった日から、過去に繰り延べら 従って決済される。 日本国政府による当該通告の後、繰延商業債務、支払猶予商業債務及び再構成商業債務を構成する商

> this Note or unless otherwise agreed upon by the parties the contracts concerned.

- except to the extent inconsistent with the terms and (2) It is confirmed that the terms and conditions of the Previous Notes I, II and III will remain applicable, conditions of this Note.
- sub-paragraph (7) of paragraph 1, sub-paragraph (7) of paragraph 2 or (a) and (b) of sub-paragraph (7) of paragraph 3 with regard to the payment schedule for corresponding categories of external debt, the Government of the Russian Federation will forthwith accord to the those accorded to the creditors resident in such third Creditors terms and conditions not less favourable than conditions more favourable than those referred to in to creditors resident in any third country terms and If the Government of the Russian Federation accords
- 8. (1) Notwithstanding the provisions of the preceding paragraphs, the Government of Japan may notify the Government of the Russian Federation in writing that the provisions of this Note (excluding the provisions of this Federation that the provisions of the Agreed Minute will cease or ceased to be implemented, based on a consensus decision by the Group of the creditor countries concerned, because the Government of the Russian Federation has not paragraph) will cease or ceased to apply on the date on which the provisions of "the Agreement with the Government of the Russian Federation on the debt due to Foreign on April 29, 1996 (hereinafter referred to as "the Agreed Minute") will cease or ceased to be implemented, provided Governments of the creditor countries concerned in Paris concerned has notified the Government of the Russian that the Chairman of the Group of the creditor countries Government of the Russian Federation and of the Official Creditors" signed by the representatives of the Minute due on or before March 31, 1999. met its payment obligations contemplated under the Agreed

date on which the provisions of the Agreed Minute will cease or ceased to be implemented, in accordance with the relevant provisions of the original contracts for the debts not previously rescheduled or deferred, or with the relevant provisions of Previous Notes I, II or III for the debts previously rescheduled or deferred Re-organized Commercial Debts will be settled, from the Japan, the commercial debts composing the Rescheduled Commercial Debts, the Deferred Commercial Debts and the Following such notification by the Government of

(2) 1から7までの規定にかかわらず、ロシア連邦政府に対し書面により通告することができる。 後の支払義務を履行しなかったことを理由に、関係債権諸国団体の議長が、関係債権諸国の意見の一致 後の支払義務を履行しなかったことを理由に、関係債権諸国団体の議長が、関係債権諸国の意見の一致 2 1から7までの規定にかかわらず、ロシア連邦政府が、合意議事録にいう千九百九十九年四月一日以

ちに支払期限が到来する。日本国政府による当該通告の後、繰延商業債務、支払猶予商業債務及び再構成商業債務の残額は、直

- ③ 1から7までの規定にかかわらず、関係債権諸国団体が、国際通貨基金(以下「1MF」という。)とのシア連邦政府との取極に基づき計画された千九百九十六年の四半期の審査、千九百九十七年度及び千元は、日本国政府は、この書簡の規定(この項の規定を除く。)が、合意議事録の規定が実施されなくなること又は実施されなくなったことを意見の一致により決定した場合には、日本国政府は、この書簡の規定(この項の規定を除く。)が、合意議事録の規定が実施されなくなる日に適用されなくなること又は合意議事録の規定が実施されなくなった日に適用されなくなったことをロシア連邦政府に対し書面により通告することができる。
- (i) 当該決定が千九百九十九年四月一日以後に行われた場合には、日本国政府による通告の後、日本国

(2) Notwithstanding the provisions of the preceding paragraphs, the Government of Japan may notify the Government of the Russian Federation in writing that the provisions of this Note (excluding the provisions of this paragraph) will cease or ceased to apply on the date on which the provisions of the Agreed Minute will cease or ceased to be implemented, provided that the Chairman of the Group of the creditor countries concerned has notified the Government of the Russian Federation that the provisions of the Agreed Minute will cease or ceased to be implemented, based on a consensus decision by the Group of the creditor countries concerned, because the Government of the Russian Federation has not met its payment obligations contemplated under the Agreed Minute due on or after April 1, 1999.

Following such notification by the Government of Japan, the remaining amounts of the Rescheduled Commercial Debts, Deferred Commercial Debts and Re-organized Commercial Debts will be due and payable immediately.

- paragraphs, if the Group of the creditor countries concerned reaches a consensus decision that the provisions of the Agreed Minute will cease or ceased to be implemented because the scheduled 1996 quarterly reviews, the scheduled reviews approving the 1997 and 1998 programs or the final quarterly review scheduled under the International Monetary Fund (hereinafter referred to as "the IMF") extended arrangement with the Government of the Russian Federation has not been completed, the Government of Japan may notify the Government of the Russian Federation in writing that the provisions of this Note (excluding the provisions of this paragraph) will cease or ceased to apply on the date on which the provisions of the Agreed Minute will cease or ceased to be implemented.
- (a) In case that such decision is reached on or before March 31, 1999, following the notification by the Government of Japan, the commercial debts composing the Rescheduled Commercial Debts, the Deferred Commercial Debts and the Re-organized Commercial Debts will be settled, from the date on which the provisions of the Agreed Minute will cease or ceased to be implemented, in accordance with the relevant provisions of the original contracts for the debts not previously rescheduled or deferred, or with the relevant provisions of Previous Notes I, II or III for the debts previously rescheduled or deferred.
- (b) In case that such decision is reached on or

成商業債務を構成する債務の取扱いについて協議する。 政府及びロシア連邦政府は、関係債権諸国団体の代表者の意見の一致による決定を基礎として、再構

本官は、貴官が前記の了解をロシア連邦政府に代わって確認されれば幸いであります。

本官は、以上を申し進めるに際し、ここに重ねて貴官に向かって敬意を表します。

I avail myself of this opportunity to renew to you the assurances of my high consideration.

I should be grateful if you would confirm the foregoing understanding on behalf of the Government of the Russian Federation.

after April 1, 1999, following the notification by the Government of Japan, the Government of Japan and the Government of the Russian Federation will discuss the treatment of the debts composing the Re-organized Commercial Debts based on the consensus decision to be made by the representatives of the Group of the creditor countries concerned.

千九百九十七年五月十六日にモスクワで

在ロシア連邦

日本国臨時代理大使 小町恭士

(Signed) Kyoji Komachi Chargé d'Affaires, a.i. of Japan to the Russian Federation

Mr. Igor S. Ivanov First Deputy Minister of Foreign Affairs of the Russian Federation

ロシア連邦

外務省第一次官 イーゴリ・S・イワノフ殿

附属書Ⅰ

MININES	AMMEN

二千十四年二月二十日	二千十三年二月二十日	二千十二年二月二十日	二千十一年八月二十日二千十一年八月二十日	二千十年八月二十日	二千十年二月二十日二千九年八月二十日	二千九年二月二十日	二千八年八月二十日	二千八年二月二十日	二千七年八月二十日	二千七年二月二十日	二千六年八月二十日	二千六年二月二十日	二千五年八月二十日	二千五年二月二十日	二千四年八月二十日	二千四年二月二十日	二千三年八月二十日	二千三年二月二十日	二千二年八月二十日	二千二年二月二十日
四・七六パーセント四・五七パーセント	四・二八パーセント		三・八五パーセント		三・二三パーセント	三・〇八パーセント	二・九四パーセント	二・八一パーセント	二・六八パーセント	二・五五パーセント	二・四三パーセント	二・四三パーセント	二・四〇パーセント	二・二九パーセント	二・一八パーセント	二・〇八パーセント	一・七八パーセント	一・六八パーセント	〇・九〇パーセント	〇・九〇パーセント

4.02% 4.20% 4.38% 4.57%

9 9 9

99

August 20,

2013

February 20,

2012 2012

4.76%

February 20, August 20, February 20, 3.69%

2.94% 3.08% 3.23% 3.37% 3.53%

3.85%

on on on on on S B 9 9 on on 9 on on on 9 9 on 9 on on

August 20,

2011 2011 2010 2010 2009 2009 2008 2008 2007 2007 2006 2006 2005 2005 2004 2004 2003 2003 2002 2002

February 20, August 20, February 20, August 20, February 20, 2.81%

August 20,

February 20,

0.90% 0.90% 1.68% 1.78% 2.08% 2.118% 2.129% 2.43% 2.43% 2.43% 2.55%

August 20,

February 20, August 20, February 20,

August 20,

February 20, August 20, February 20, August 20,

February 20,

August 20,

February 20,

二千七年二月二十日	二千六年二月二十日	二千五年二月二十日	二千四年八月二十日	二千四年二月二十日	二千三年八月二十日	二千三年二月二十日	二千二年八月二十日	二千二年二月二十日	附属書Ⅱ		二千二十年八月二十日	二千二十年二月二十日	二千十九年八月二十日	二千十九年二月二十日	二千十八年八月二十日	二千十八年二月二十日	二千十七年八月二十日	二千十七年二月二十日	二千十六年八月二十日	二千十六年二月二十日	二千十五年八月二十日	二千十五年二月二十日	二千十四年八月二十日
二・五五パーセント	二・四〇パーセント	二・二九パーセント	二・一八パーセント	二・〇八パーセント	一・七八パーセント	一・六八パーセント	〇・九〇パーセント	〇・九〇パーセント			〇・五〇パーセント	二・一六パーセント	五・六〇パーセント	五・三八パーセント	五・一七パーセント	四・九六パーセント							

0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	2.16%	5.60%	5.38%	5.17%	4.96%
on	on	on										
August 20,	February 20,	August 20,										
2020	2020	2019	2019	2018	2018	2017	2017	2016	2016	2015	2015	2014

ANNEX II

2.55%	2.43%	2.43%	2.40%	2.29%	2.18%	2.08%	1.78%	1.68%	0.90%	0.90%	
on	on	on .									
February 20,	August 20,	February 20,									
2007	2006	2006	2005	2005	2004	2004	2003	2003	2002	2002	

6.16%	5.60%	5.38%	5.17%	4.96%	4.76%	4.57%	4.38%	4.20%	4.02%	3.85%	3.69%	3.53%	3.37%	3.23%	3.08%	2.94%	2.81%	2.68%
on	on	on																
August 20,	February 20,	August 20,																
2016	2016	2015	2015	2014	2014	2013	2013	2012	2012	2011	2011	2010	2010	2009	2009	2008	2008	2007

二千八年二月二十日

二・八一パーセント

二千七年八月二十日

二千九年八月二十日二千九年八月二十日

三・二二パーセント

三・〇八パーセント

二千十一年二月二十日

三・六九パーセント

三・五三パーセント

二千十年八月二十日

二千十四年二月二十日

二千十三年八月二十日

四・七六パーセント

二千十四年八月二十日

二千十五年二月二十日二千十六年八月二十日

五・二七パーセント 五・六〇パーセント

二千十二年二月二十日 二千十二年二月二十日 二千十二年八月二十日

四・四・〇二パーセント コー・八五パーセント

九二

(Russian Note)

Moscow, May 16, 1997

(ロシア側書簡)

ます。 書簡をもって啓上いたします。本官は、本日付けの貴官の次の書簡を受領したことを確認する光栄を有し

(日本側書簡)

本官は、更に、貴官の書簡に述べられた了解をロシア連邦政府に代わって確認する光栄を有します。

千九百九十七年五月十六日にモスクワで

本官は、以上を申し進めるに際し、ここに重ねて貴官に向かって敬意を表します。

ロシア連邦

外務省第一次官 イーゴリ・S・イワノフ

(訳文)

Sir,

I have the honour to acknowledge the receipt of your Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of the Government of the Russian Federation the understanding set forth in your Note.

I avail myself of this opportunity to renew to you the assurances of my high consideration.

(Signed) Igor S. Ivanov First Deputy Minister of Foreign Affairs of the Russian Federation

Mr. Kyoji Komachi Chargé d'Affaires, a.i. of Japan to the Russian Federation

在ロシア連邦

日本国臨時代理大使 小町恭士殿

済を繰り延べることについての両政府の了解を確認したものである。 これらの取極は、我が国に対するロシアの債務の元本及び利子のうち一定のものにつき、その返