

LOAN FINANCING CONTRACT

This **Loan Financing Contract** is made and entered into this 16th day of May 2018, by and between:

The Finance Company and Project Management Group:

The EBOMAF Company (Entreprise BONKOUNGOU MAHAMADOU & FILS), headquartered in OUAGADOUGOU, 589 Tangsoba Avenue Goalma, Sector 15, 10 BP 13395 Ouagadougou, BURKINA FASO, registered with the Trade and Credit Register of Ouagadougou under the number BF OUA-2006-M-3589, Tax Account No. 00005027 M, Telephone (226) 25 37 23 83, Fax (226) 25 37 24 66, represented by its Chairman and Chief Executive Officer Mr. Mahamadou BONKOUNGOU

And

The Project Owner and Guarantor:

The Republic of Liberia:

Ministry of Finance and Development Planning of Liberia (MFPD)

P.O. Box 10-9016. 1000 Monrovia, Liberia

Ministry of Public Works of Liberia (MPW)

P.O. Box 9011, South Lynch Street Monrovia, Liberia

Ministry of Justice of Liberia (MOJ)

9th Street, P. O. Box 10 -9006 Sinkor, Monrovia, Liberia

EBOMAF and the Republic of Liberia are hereinafter collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH:

Whereas:

1. The **Republic of Liberia** desires to arrange financing, by way of a loan through EBOMAF SA in the amount of **US\$420,810,000.00 (Four Hundred Twenty Million Eight Hundred Ten Thousand United States Dollars)** to finance the design, construction, and supervision of road corridors in Monrovia (Somalia Drive-Kesselly Boulevard to Sinkor) and northeastern Liberia – Tappita-Zwedru Road, including Toe Town to La Cote D'Ivoire and Zwedru-Greenville. This transaction is hereinafter referred to as "**the Loan**".



2. It is agreed and understood by both parties that the transaction contemplated shall have the total disbursement of financing of **US\$420,810,000.00 (Four Hundred Twenty Million Eight Hundred Ten Thousand United States Dollars)** in four (4) trenches as provided for in Article 4 below, to be concluded within Fifty (50) banking days after the Effective Date or such longer period agreed to in writing between EBOMAF and the Government.
3. The Parties warrant and undertake full legal responsibility, and under penalty of perjury, that each is ready, willing and able, fully empowered, legally qualified, and duly authorized to execute and implement this Contract.

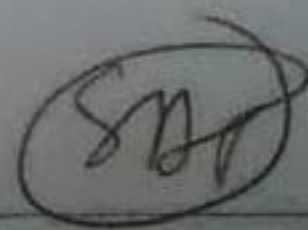
Now therefore, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree enter into this Contract under the following terms:

ARTICLE 1:
TRANSACTION

The Republic of Liberia agrees to the following transaction: To arrange and guarantee project financing of **US\$420,810,000.00 (Four Hundred Twenty Million Eight Hundred Ten Thousand United States Dollars)** through EBOMAF SA with its financial partners (EBID and/or AFREXIMBANK) as provided for herein. The purpose of the Loan Financing is for the implementation and completion of the project on behalf of the Republic of Liberia as follows (the "Project"):

Project Name: The Design, Construction and Supervision of Road Corridors in Monrovia and Northeastern Liberia

- Owner : Republic of Liberia
- Contractor: EBOMAF SA
- The scale of Project: Flexible Pavement of 256.2 km of roads as provided for in the Technical Specifications and Detailed Design of the project. The technical specifications and detailed design shall be included in the Construction contract to be entered into between the Ministry of Public Works and EBOMAF which shall include minimum specifications of Road width = 7.6 meters; bituminous course =50mm wearing course=50mm; crushed stone base =250mm; laterite base=350mm
 - Somalia Drive via Kesselly Boulevard to Sinkor, Monrovia "16km"
 - Tappita -Zwedru Road: "112 km"
 - Toe Town to Cote d'Ivoire Border: "10.2km"
 - Zwedru to Greenville: "185.5km"



- **Construction Period: 36 Months** from the day of commencement; the day of commencement being three (3) months after the deposit of the first (1st) tranche of the loan.

ARTICLE 2:
DURATION OF THE CONTRACT

This contract shall take effect after having first (1st) been signed by the authorized representatives of the Parties as provided on the signature page(s) of this Agreement, ratified and confirmed by the National Legislature of the Republic of Liberia, approved by the President of the Republic of Liberia and printed into handbills (the "Effective Date").

ARTICLE 3:
LOAN AMOUNT

The total amount of the Loan under this Loan/Financing Contract shall be US\$420,810,000.00 (Four Hundred Twenty Million Eight Hundred Ten Thousand US Dollars). The Republic of Liberia shall issue a fixed interest Eurobond with a face value of US\$420,810,000.00 (Four Hundred Twenty Million Eight Hundred Ten Thousand US Dollars) at an interest rate of 6.5% to finance the Loan. The full terms and structure of the Eurobond shall be agreed upon by both Parties at the time of issuance.

ARTICLE 4:
TERMS AND CONDITIONS OF THE LOAN FINANCING AGREEMENT

1. **Term of the Loan Financing Agreement:** The Parties agreed that the bond shall be Payable in fifteen (15) years with a five-year (5-year) interest- and principal-free grace period commencing upon receipt of the 1st tranche of the Loan amount.
2. **Amount of the Loan:** US\$420,810,000.00 (Four Hundred Twenty Million Eight Hundred Ten Thousand US Dollars)
3. **Disbursement of Loan proceeds:** The loan shall be disbursed through EBOMAF SA with its financial partners (EBID and/or AFREXIMBANK). The amount of the first draw requested shall be equal to the amount of the lump sum advance agreed for the works, i.e. 30% of the total amount of the work. The Loan shall be disbursed in

four (4) tranches. The 1st tranche of 30% shall be disburseable within fifty (50) banking days after the confirming date of Sovereign Guarantee from the Central Bank of Liberia. The 2nd tranche of 30% shall be disbursed following completion of 40% of the work and certification of the completion by the Project Owner Engineer. The 3rd tranche of 30% shall be payable following completion of 100% of the work and certification of completion by the Project Owner Engineer. The 4th tranche of 10% shall be payable as retention money payable eighteen (18) months following completion of 100% of the work. Any financing agreement entered into by EBOMAF SA shall contain this disbursement schedule.

The finance disbursement schedule, loan details, and Ministry of Public Works road construction contract are to be agreed to in writing between EBOMAF SA and The Liberian Government and attached as an amendment as a part of this contract after the Effective Date and prior to the first (1st) disbursement.

4. **Management and Other Fees:** The following fees shall apply to the loan Facility:
 - A. Participation Commission: 0.5% HT Flat
 - B. Arrangement Commissions: 0.25% HT Flat
 - C. Agent Bank Commissions: 0.25% HT Flat
 - D. Default case: No default payment
 - E. Fees and disbursements:
 - i. Any fees and disbursements relating to banking operations under the Facility shall be borne by EBOMAF SA
 - ii. Travel within the framework of the assembly of the Facility will be the responsibility of EBOMAF SA
5. **Repayment of Loan:** The Eurobond shall be redeemed in Fifteen (15) years (five (5) years grace plus ten years of coupon payment).
6. Prior to the first (1st) disbursement and following the effectiveness of the construction contract to be entered into between EBOMAF SA and the Ministry of Public Works, EBOMAF SA shall provide the Republic of Liberia, through the Ministry of Public Works a performance guarantee, satisfactory to the Republic of Liberia, for completion of the works.
7. **Currency:** The Contract is governed by the United States Dollars.

8. The Parties herein agree that this Loan Financing Contract shall be ratified and confirmed in accordance with Liberian Law. This contract is contingent upon the proper completed and legal registration in Liberia showing, that EBOMAF SA is duly authorized and registered in Liberia.

ARTICLE 5:
BANKING COORDINATES

LENDER BANKING COORDINATES (subject to change as may be needed)

BANK NAME :
BANK ADDRESS :
BANK SWIFT CODE :
ACCOUNT NAME : EBOMAF SA
ACCOUNT NUMBER :

BORROWER BANKING COORDINATES.

BANK NAME :
BANK ADDRESS :
BANK SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :

ARTICLE 6:
LEGAL AUTHORITY TO SIGN THIS CONTRACT

The Parties agree to enter into and execute this Contract and bind their respective principal/companies to the terms and conditions herein set forth; and affirm that they are the respective signatories and warrant that they have full and complete authority to enter this Contract.

ARTICLE 7:
COMMUNICATION

The Parties hereto agree that communication between them shall be in writing and shall be deemed duly served by registered mail to the last known address of the receiving Party. Except with prior written consent, there shall be no unauthorised communication made by any Party's respective institutions and/or offices. Such unauthorised communication shall be subject to a cease and desist order by the grieving party.

