

ORIGINAL: ARABIC

LOAN NUMBER: 857

**LOAN AGREEMENT**

**(PORT OF GREENVILLE REHABILITATION PROJECT)**

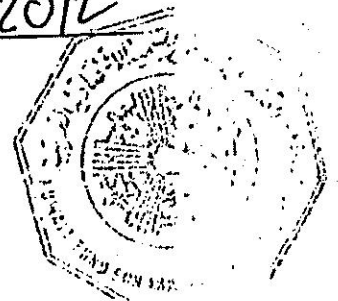
**BETWEEN**

**THE NATIONAL PORT AUTHORITY**

**AND**

**KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT**

DATED: 7/12/2012



## LOAN AGREEMENT

This Agreement, dated 7/12/2012 between Kuwait Fund for Arab Economic Development (hereinafter referred to as the Fund) and the National Port Authority, a public corporation established under the laws of the Republic of Liberia (and hereinafter referred to as the Borrower) .

Whereas, the Borrower has requested the Fund to assist in the financing of the Port of Greenville Rehabilitation Project (hereinafter referred to as the Project) which is described in Schedule (2) to this Agreement;

Whereas, the Republic of Liberia (hereinafter referred to as the Guarantor) has agreed, by virtue of an agreement of even date herewith (hereinafter referred to as the Guarantee Agreement), to guarantee the performance by the Borrower of its obligations under this Agreement;

Whereas, the purpose of the Fund is to assist Arab and other developing countries in developing their economies and to provide them with loans required for the implementation of their development projects and programmes;

Whereas, the Fund is convinced of the importance of the Project and of its benefits for the development of the Guarantor's economy; and

Whereas, the Fund has agreed, in view of the foregoing, to make a loan, hereinafter referred to as the Loan, to the Borrower on the terms and conditions set forth in this Agreement.

Now, therefore, the parties hereto have agreed as follows:

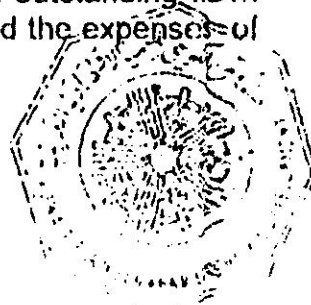
### ARTICLE I

#### The Loan; Interest and Other Charges; Repayment; Place of Payment

**SECTION 1.01.** The Fund agrees to lend to the Borrower, on the terms and conditions set forth in this Agreement or herein referred to, an amount equivalent to Kuwaiti Dinars Four Million (K.D. 4,000,000).

**SECTION 1.02.** The Borrower shall pay interest at the rate of one and one-half of one per cent (1.5%) per annum on the principal amount of the Loan withdrawn and outstanding from time to time. Interest shall accrue from the respective dates on which amounts shall be so withdrawn.

**SECTION 1.03.** An additional charge of one half of one per cent (0.5%) per annum on the amounts withdrawn from the Loan and outstanding from time to time shall be paid to meet the administrative expenses and the expenses of implementing this Agreement.



**SECTION 1.04.** In the event that the Fund, pursuant to Section 3.02 of this Agreement, enters into a special irrevocable commitment at the request of the Borrower, a charge for such special commitment shall be paid by the Borrower at the rate of one half of one per cent (0.5%) per annum on the principal amount of any such special commitments outstanding from time to time.

**SECTION 1.05.** Interest and other charges shall be computed on the basis of a 360-day year of twelve 30-day months for any period less than a full one half of a year.

**SECTION 1.06.** The Borrower shall repay the principal of the Loan in accordance with the provisions for amortization of the Loan set forth in Schedule 1 to this Agreement.

**SECTION 1.07.** Interest and other charges shall be payable semi-annually on 1 June and 1 December in each year.

**SECTION 1.08.** The Borrower shall have the right, upon payment of all accrued interest and all other charges, and upon not less than 45 day's notice to the Fund, to repay in advance of maturity: (a) all of the principal amount of the Loan at the time outstanding or (b) all of the principal amount of any one or more maturities, provided that after such prepayment there shall not be outstanding any portion of the Loan maturing after the portion to be prepaid.

**SECTION 1.09.** The principal of, and interest and other charges on, the Loan shall be paid at Kuwait or at such other places as the Fund shall reasonably request.

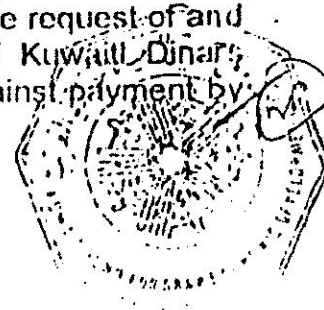
## ARTICLE II

### Currency Provisions

**SECTION 2.01.** All accounts of the financial transactions made pursuant to this Agreement shall be, and all sums falling due thereunder shall be payable, in Kuwaiti Dinars.

**SECTION 2.02.** The Fund will purchase, at the request of and acting as an agent for the Borrower, such currencies as may be required for payment of the cost of goods to be financed from the Loan under this Agreement, or for reimbursement of such cost in the currency in which it was actually incurred. The amount which shall be deemed to have been withdrawn from the Loan in any such case shall be equal to the amount of Kuwaiti Dinars required for the purchase of the respective amount of foreign currency.

**SECTION 2.03.** When repayment of principal or payment of interest and other charges on the Loan is being made, the Fund may, at the request of and acting as an agent for the Borrower, purchase the amount of Kuwaiti Dinars required for such repayment or payment, as the case may be, against payment by



the Borrower of the amount required for such purchase in currency or currencies, as may be acceptable from time to time to the Fund.

Any payment to the Fund required under this Agreement shall not be deemed to have been effected except from the time and to the extent that Kuwaiti Dinars have actually been received by the Fund.

**SECTION 2.04.** Whenever it shall be necessary for the purposes of this Agreement to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Fund.

### **ARTICLE III**

#### **Withdrawal and Use of Proceeds of the Loan**

**SECTION 3.01.** The Borrower shall be entitled to withdraw from the Loan amounts expended or to be expended for the Project in accordance with the provisions of this Agreement.

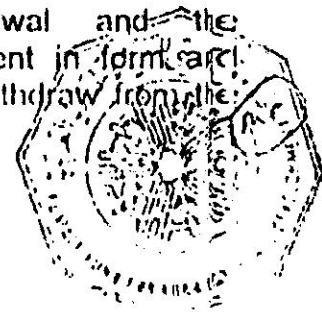
Except as the Fund may otherwise agree, no amount shall be withdrawn from the Loan on account of the cost of goods or services produced in the territories of the Guarantor or on account of expenses incurred prior to 1<sup>st</sup> September 2012.

**SECTION 3.02.** Upon the Borrower's request and upon such terms and conditions as shall be agreed upon between the Borrower and the Fund, the Fund may enter into special irrevocable commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods to be financed under this Agreement notwithstanding any subsequent cancellation of the Loan or suspension of the right of the Borrower to make withdrawals from the Loan.

**SECTION 3.03.** When the Borrower shall desire to withdraw any amount from the Loan or to request the Fund to enter into a special commitment pursuant to Section 3.02, the Borrower shall deliver to the Fund a written application in such form, and containing such statements, agreements and other documents as the Fund shall reasonably request. Applications for withdrawal, with the necessary documentation as hereinafter in this Article provided, shall, except as the Borrower and the Fund shall otherwise agree, be made promptly in relation to expenditures for the Project.

**SECTION 3.04.** The Borrower shall furnish to the Fund such documents and other evidence in support of the application for withdrawal as the Fund shall reasonably request, whether before or after the Fund shall have permitted any withdrawal requested in the application.

**SECTION 3.05.** Each application for withdrawal and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Fund that the Borrower is entitled to withdraw from the



Loan the amount applied for and that the amount to be withdrawn from the Loan is to be used only for the purposes specified in this Agreement.

**SECTION 3.06.** The Borrower shall apply the proceeds of the Loan exclusively to financing the reasonable cost of goods required to carry out the Project described in Schedule 2 to this Agreement. The specific goods to be financed out of the proceeds of the Loan and the methods and procedures for procurement of such goods shall be determined by agreement between the Borrower and the Fund, subject to modification by further agreement between them.

**SECTION 3.07.** The Borrower shall cause all goods financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

**SECTION 3.08.** Payment by the Fund of amounts which the Borrower is entitled to withdraw from the Loan shall be made to or on the order of the Borrower.

**SECTION 3.09.** The right of the Borrower to make withdrawals from the Loan shall terminate on 31 July 2017 or such other date as may from time to time be agreed between the Borrower and the Fund.

#### ARTICLE IV

##### Particular Covenants

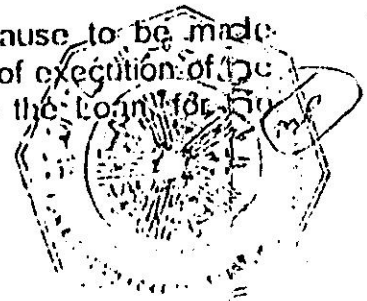
**SECTION 4.01.** (a) The Borrower shall carry out the Project or cause it to be carried out with due diligence and efficiency and in conformity with sound engineering, financial and administrative practices.

(b) Without limiting the generality of the provisions of the preceding paragraph (a) and unless otherwise agreed with the Fund, the Borrower shall establish a unit within its organization to undertake the direct responsibility for implementation of the Project. Such unit shall be headed by a competent project manager assisted by sufficient staff and shall have all necessary facilities for the accomplishment of its task.

**SECTION 4.02.** In carrying out the civil works included in the Project the Borrower shall employ competent engineering consultants upon terms and conditions satisfactory to the Fund.

**SECTION 4.03.** The awarding of contracts for the execution of the Project, which are to be financed from the loan, as well as the amendments of such contracts, shall be subject to the Fund's approval.

**SECTION 4.04.** The Borrower shall make or cause to be made available promptly as needed, in accordance with the schedule of execution of the Project, all other sums which shall be required, in addition to the loan for the



carrying out of the Project, all such sums to be made available on terms and conditions satisfactory to the Borrower and the Fund.

**SECTION 4.05.** The Borrower shall furnish to the Fund, promptly upon their preparation, copies of the studies of, and the plans and specifications for, the Project, the schedules of its execution and any material modifications subsequently made therein, all translated into English and in such detail as the Fund shall from time to time request.

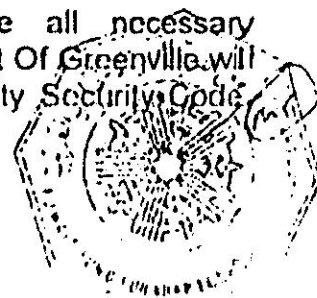
**SECTION 4.06.** The Borrower shall take or cause to be taken during the implementation and subsequent management and operation of the Project all necessary measures to ensure the protection of the environment and avoid any adverse effects thereon that may arise from the Project.

**SECTION 4.07.** The Borrower shall maintain or cause to be maintained records adequate to identify the goods financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof), and to reflect in accordance with consistently maintained sound accounting practices its operations and financial position, shall afford or cause to be afforded all reasonable opportunity for accredited representatives of the Fund to inspect the Project, the goods and any relevant records and documents, and shall furnish or cause to be furnished to the Fund all such information as the Fund shall reasonably request concerning the expenditure of the proceeds of the Loan, the Project, the goods and the operations and financial position of the Borrower.

The Borrower shall furnish or cause to be furnished to the Fund every three months, as of the date of signature of this Agreement, reports on the progress of execution of the Project by comparison to the program already set therefor. On completion of the execution of the Project and not later than six months after the date on which the right of the Borrower to make withdrawals from the Loan terminates under Section 3.09 of this Agreement, the Borrower shall furnish or cause to be furnished to the Fund a Project Completion Report containing a comparison of the costs and duration of execution of the Project with the costs and duration originally estimated therefor. Such report shall explain the reasons for any substantial increase in the costs originally estimated for the Project or delay in its implementation and indicate the problems and obstacles encountered and the measures taken to surmount them.

**SECTION 4.08.** (a) The Borrower shall manage, operate and maintain the Project or cause it to be managed, operated and maintained, and also operate and maintain or cause to be operated and maintained structures and other works and facilities not included in the Project but necessary for the proper and efficient operation thereof, in accordance with sound engineering, financial and administrative practices.

(b) The Borrower shall take all necessary measures to ensure that, upon completion of the Project, the Port Of Greenville will meet the requirements of the International Ship and Port Facility Security Code.



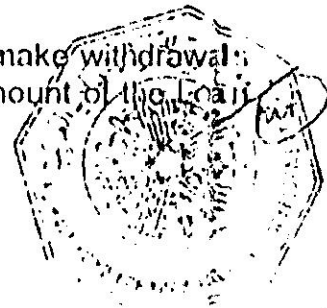
- (b) A default shall have occurred in the performance of any other covenant or agreement on the part of the Borrower under this Agreement or in the performance of any covenant or agreement on the part of the Guarantor under a loan or guarantee agreement between the Guarantor and the Fund;
- (c) The Fund shall have suspended in whole or in part the right of the Borrower to make withdrawals under any other loan agreement between the Borrower and the Fund because of a default on the part of the Borrower;
- (e) The Borrower shall have become insolvent or proceedings for its voluntary or involuntary liquidation shall have been commenced or a decision for dissolution of the Borrower shall have been issued by a competent governmental authority;
- (e) An extraordinary situation shall have arisen which shall make it improbable that the Borrower will be able to perform its obligations under this Agreement.

Any event occurring after the date of this Agreement and prior to the effective date which would have entitled the Fund to suspend the Borrower's right to make withdrawals if this Agreement had been effective on the date such event occurred, will entitle the Fund to suspend withdrawals under the Loan exactly as if it had occurred after the effective date.

The right of the Borrower to make withdrawals under the Loan shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Fund shall have notified the Borrower that the right to make withdrawals has been restored; provided, however, that in the case of any such notice of restoration the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Fund in respect of any other subsequent event described in this Section.

**SECTION 5.03.** If any event specified in paragraph (a) of Section 5.02 shall occur and shall continue for a period of thirty days after notice thereof shall have been given by the Fund to the Borrower, or if any event specified in paragraphs (b), (c) and (e) of Section 5.02 shall occur and shall continue for a period of sixty days after notice thereof shall have been given by the Fund to the Borrower, or if an event specified in paragraph (d) of Section 5.02 shall occur, then at any subsequent time during the continuance thereof, the Fund at its option, may declare the amount withdrawn from the Loan and outstanding to be due and payable immediately, and upon any such declaration such principal shall become due and payable immediately, anything in this Agreement to the contrary notwithstanding.

**SECTION 5.04.** If (a) the right of the Borrower to make withdrawals from the Loan shall have been suspended with respect to any amount of the Loan



The Borrower shall arrange for inspection of the said port by a competent agency for issue of the necessary certification in this regard.

**SECTION 4.09.** The Borrower and the Fund shall cooperate fully to assure that the purposes of the Loan will be accomplished. To that end, each party shall furnish to the other such information as it may reasonably request concerning the general status of Loan.

The Borrower and the Fund shall from time to time exchange views through their representatives with regard to matters relating to the purposes of the Loan and the maintenance of the service thereof. The Borrower shall promptly inform the Fund of any condition which interferes or threatens to interfere with the accomplishment of the purposes of the Loan (including substantial increase in the cost of the Project) or the maintenance of the service thereof.

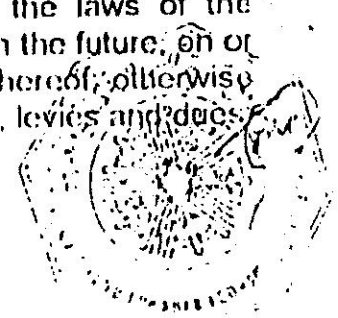
**SECTION 4.10.** It is the mutual intention of the Borrower and the Fund that no other external debt shall enjoy any priority over the Loan by way of a lien hereafter created on the Borrower's assets. To that end, the Borrower undertakes that, except as the Fund shall otherwise agree, if any lien shall be created on any assets of the Borrower as security for an external debt, such lien will ipso facto equally and ratably secure the payment of the principal of, and interest and other charges on, the Loan, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to:

- (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property;
- (ii) any lien on commercial goods to secure a debt maturing not more than one year after the date on which it is originally incurred and to be paid out of the proceeds of the sale of such commercial goods; or
- (iii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its date.

The term "assets of the Borrower" as used in this Section includes assets of the Borrower or of any entity owned or controlled by the Borrower and the term "lien" includes mortgages, pledges, charges, privileges and priorities of any kind.

**SECTION 4.11.** The principal of, and interest on the Loan and all other charges shall be paid without deduction for, and free from any tax in force or charges under the laws of the Guarantor or laws in effect in its territories whether at present or in the future.

**SECTION 4.12.** This Agreement shall be free from any taxes, imposts, levies, fees and dues of any nature imposed under the laws of the Guarantor or laws in effect in its territories, whether at present or in the future, or in connection with the execution, issue, delivery or registration thereof; otherwise the Borrower shall pay or cause to be paid all such taxes, imposts, levies and dues.





The Borrower shall also pay such taxes, imposts, levies and dues, if any, imposed under the laws of any country, other than the State of Kuwait, in whose currency any part of the Loan may be repaid.

**SECTION 4.13.** The Borrower shall at all times function under rules or regulations in form and substance satisfactory to the Fund and have such powers, management and administration as are necessary for the diligent and efficient carrying out and operation of the Project.

The Borrower shall inform the Fund of any proposed action which would affect the nature, constitution or responsibilities of the Borrower and shall afford the Fund all reasonable opportunity, in advance of the taking of such action, to exchange views with the Borrower and the Guarantor with respect thereto.

**SECTION 4.14.** The Borrower shall prepare and implement a plan, which shall be acceptable to the Fund for meeting the staff requirements for the management and operation of the Port of Greenville upon the completion of the Project. Such plan shall be presented to the Fund for review and approval not later than 31 December 2014 or such other date as may be agreed between the Borrower and the Fund.

**SECTION 4.15.** The Borrower shall continue to prepare and carry out programs for the training of staff in order to meet the current and future needs of its business and shall allocate annually sufficient funds for this purpose.

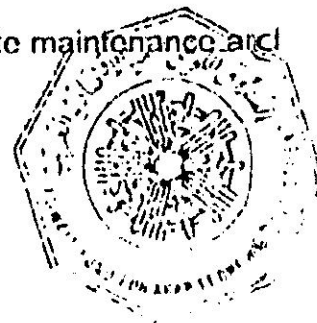
**SECTION 4.16.** The Borrower shall insure or cause to be insured with responsible insurers all goods financed out of the proceeds of the Loan. Such insurance shall cover such marine, transit and other hazards incident to purchase and importation of the goods into the territories of the Guarantor and delivery thereof to the site of the Project, and shall be for such amounts as shall be consistent with sound commercial practices. Such insurance shall be payable in the currency in which the cost of the goods insured thereunder shall be payable, or in freely convertible currency.

The Borrower shall take out and maintain or cause to be taken out and maintained, with responsible insurers, insurance against risks related to the Project in such amounts as shall be consistent with sound commercial practices.

**SECTION 4.17.** The Borrower shall take all necessary measures, including but not being limited to, establishing and reviewing from time to time, its tariffs, charges and dues for its services and, so far as may be practicable, rentals and concession charges payable to it by lessees and concessionaires so as to realize revenues from its operations sufficient:

- (a) To cover its operating expenses including adequate maintenance and depreciation;

(MSP)



- (b) To cover taxes and duties, if any, and interest on any borrowing;
- (c) To meet repayments on any long-term indebtedness but only to the extent that such repayments exceed provision for depreciation; and
- (d) To leave a surplus for financing a reasonable portion of future investments.

**SECTION 4.18.** Without prejudice to the provisions of Section 4.17 above, if the Borrower shall incur debts of a maturity of more than one year each, it shall ensure that the ratio of the aggregate amount of such debts to its capital plus free reserves will not exceed 2: 1. The Borrower shall also take all necessary measures to ensure that the ratio of its internally generated funds to debt service payments, relating to debts of the above-mentioned maturity, will not be less than 1.5: 1 in any year.

**SECTION 4.19.** The Borrower shall conduct its financial affairs in such manner as will enable it to maintain at all times a ratio of its current assets to its current liabilities of not less than 1.5 : 1.

**SECTION 4.20.** The Borrower shall cause its accounts and financial statements (including its balance sheet, income statement and related statements) for each year to be audited in accordance with sound and internationally accepted accounting and auditing standards and practices consistently applied by independent auditors agreed between the Borrower and the Fund. The Borrower shall furnish to the Fund, not later than ten months from the end of each financial year of the Borrower, a copy of its audited financial statements and related accounts together with a copy of the auditor's report.

## ARTICLE V

### Cancellation and Suspension

**SECTION 5.01.** The Borrower may by notice to the Fund cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Fund shall have entered into a special commitment pursuant to Section 3.02 of this Agreement.

**SECTION 5.02.** If any of the following events shall occur and continue, the Fund may by notice to the Borrower suspend in whole or in part the right of the Borrower to make withdrawals from the Loan:

- (a) A default shall have occurred in the payment of principal or interest or any other payment required under this Agreement or any other Loan Agreement between the Borrower and the Fund or loan or guarantee agreement between the Guarantor and the Fund;



for a continuous period of thirty days, or (b) the date specified in Section 3.09 as the Closing Date an amount of the Loan shall remain unwithdrawn, the Fund may by notice to the Borrower terminate the right of the Borrower to make withdrawals with respect to such amount. Upon the giving of such notice such amount of the Loan shall be cancelled.

**SECTION 5.05.** No cancellation or suspension by the Fund shall apply to amounts subject to any special commitment entered into by the Fund pursuant to Section 3.02 except as expressly provided in such commitment.

**SECTION 5.06.** Except as the Fund may otherwise agree any cancellation shall be applied pro rata to the several instalments of the principal amount of the Loan maturing after the date of such cancellation.

**SECTION 5.07.** Notwithstanding any cancellation of any portion of the Loan or suspension of the Borrower's right to make withdrawals from the Loan, all the provisions of this Agreement shall be continued in full force and effect except as in this Article specifically provided.

## ARTICLE VI

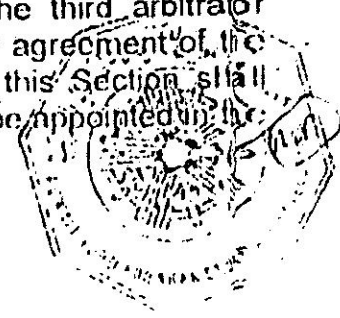
### Enforceability of this Agreement; Failure to Exercise Rights; Arbitration

**SECTION 6.01.** The rights and obligations of the Fund and the Borrower under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding any local law to the contrary. Neither the Borrower nor the Fund shall be entitled under any circumstances to assert any claim that any provision of this Agreement is invalid or unenforceable for any reason.

**SECTION 6.02.** No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Agreement upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in such default, nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

**SECTION 6.03.** Any controversy between the parties to this Agreement and any claim by either party against the other arising out of this Agreement shall be determined by agreement of the parties, and failing such agreement the controversy or claim shall be submitted to arbitration by an Arbitral Tribunal as provided in the following Section.

**SECTION 6.04.** The Arbitral Tribunal shall consist of three arbitrators appointed as follows: one arbitrator shall be appointed by the Borrower; the second arbitrator shall be appointed by the Fund; and the third arbitrator (hereinafter sometimes called the Umpire) shall be appointed by agreement of the parties. In case any arbitrator appointed in accordance with this Section shall resign, die or become unable to act, a successor arbitrator shall be appointed in the



same manner as hereinbefore prescribed for the appointment of the original arbitrator, and such successor, shall have all the powers and duties of such original arbitrator.

Arbitration proceedings may be instituted under this Section upon notice by either party to the other. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature and extent of the relief sought, and the name of the arbitrator appointed by the party instituting such proceedings.

Within thirty days after the giving of such notice, the other party shall notify the party instituting the proceedings of the name of the arbitrator appointed by such other party and failing this, such arbitrator shall be appointed by the President of the International Court of Justice upon the request of the party instituting the proceedings.

If within sixty days after the giving of the notice instituting the arbitration proceedings the parties shall not have agreed upon the Umpire, either party may request the President of the International Court of Justice to appoint the Umpire.

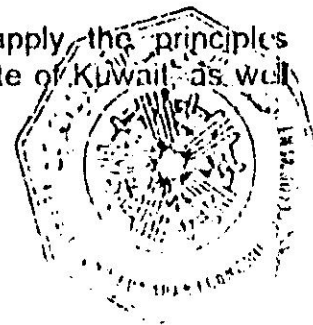
The Arbitral Tribunal shall convene for the first time at such time and place as shall be fixed by the Umpire. Thereafter, the Arbitral Tribunal shall determine where and when it shall sit.

Subject to the provision of this Section and except as the parties shall otherwise agree, the Arbitral Tribunal shall decide all questions relating to its competence and shall determine its procedure so as to afford a fair hearing to each party and shall determine the matters submitted to it whether both parties appear before it or in default of appearance of either of them. Decisions of the Arbitral Tribunal shall be by majority vote and it shall render its award in writing. Such award shall be signed, at least, by a majority of the members of the Arbitral Tribunal and a signed counterpart thereof shall be transmitted to each party. The award of the Arbitral Tribunal rendered in accordance with the provisions of this Section shall be final and binding upon the parties who shall abide by, and comply with such award.

The parties shall fix the amount of remuneration or fees of the arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. If the parties shall not agree on such amount before the Arbitral Tribunal shall convene, the Arbitral Tribunal shall fix such amount as shall be reasonable under the circumstances. Each party shall defray its own expenses in the arbitration proceedings. The costs of the Arbitral Tribunal shall be divided between and borne equally by the parties. Any question concerning the division of the costs of the Arbitral Tribunal or the procedure for payment of such costs shall be determined by the Arbitral Tribunal.

The Arbitral Tribunal shall apply the principles common under the current laws of the Guarantor and the State of Kuwait, as well as the principles of justice.

(VMP)



**SECTION 6.05.** The provisions for arbitration set forth in the previous Section shall be in lieu of any other procedure for the determination of controversies between the parties to this Agreement and any claim by either party against the other party arising thereunder.

**SECTION 6.06.** Service of any notice or process in connection with any proceedings under this Article may be made in the manner provided in Section 7.01. The parties to this Agreement may waive any and all other requirements for the service of any such notice or process.

## **ARTICLE VII**

### **Miscellaneous Provisions**

**SECTION 7.01.** Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Except as otherwise provided in Section 8.03, such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telex, telegram or cable to the party to which it is required or permitted to be given or made at such party's address specified in this Agreement, or at such other address as such party shall have designated by notice to the party giving such notice or making such request.

**SECTION 7.02.** The Borrower shall furnish to the Fund sufficient evidence of the authority of the person or persons who will sign the applications provided for in Article III or who will, on behalf of the Borrower, take any other action or execute any other documents required or permitted to be taken or executed by the Borrower under this Agreement, and the authenticated specimen signature of each such person.

**SECTION 7.03.** Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of the Borrower may be taken or executed by the Managing Director of the Borrower or any person thereunto authorized in writing by him.

Any amendment of the provisions of this Agreement may be agreed to on behalf of the Borrower by written instrument executed on behalf of the Borrower by a duly authorized representative thereof, with notice of such amendment being given to the Guarantor by the Borrower and production to the Fund of evidence that the Guarantor received such notice.



## ARTICLE VIII

### Effective Date: Termination

**SECTION 8.01.** This Agreement shall not become effective until evidence satisfactory to the Fund shall have been furnished to the Fund that:

- (a) the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized or ratified by all necessary corporate and governmental action and;
- (b) the execution and delivery of the Guarantee Agreement have been duly authorized and it has been duly ratified in accordance with the required legal processes in the state of the Guarantor.

**SECTION 8.02.** As part of the evidence to be furnished pursuant to Section 8.01, the Borrower shall furnish to the Fund an opinion or opinions of competent authority showing that (a) this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms and; (b) the Guarantee Agreement has been duly authorized or ratified by, and executed and delivered on behalf of, the Guarantor and constitutes a valid and binding obligation of the Guarantor in accordance with its terms.

**SECTION 8.03.** Except as shall be otherwise agreed by the Fund and the Borrower, this Agreement shall come into force and effect on the date upon which the Fund dispatches by cable or fax to the Borrower notice of its acceptance of the evidence required by Section 8.01.

**SECTION 8.04.** If all acts required to be performed pursuant to Section 8.01 shall not have been performed before 120 days after the signature of this Agreement or such other date as shall be agreed upon by the Fund and the Borrower, the Fund may at any time thereafter at its option terminate this Agreement by notice to the Borrower. Upon the giving of such notice this Agreement and all obligations of the parties thereunder shall forthwith terminate.

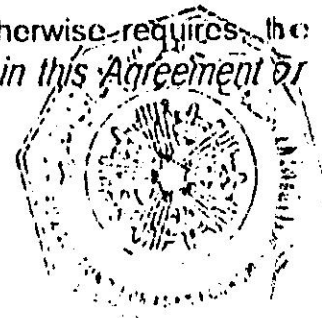
**SECTION 8.05.** If and when the entire principal amount of the Loan and all interest and other charges which shall have accrued on the Loan shall have been paid, this Agreement and all obligations of the parties thereunder shall forthwith terminate.

## ARTICLE IX

### Definitions

**SECTION 9.01.** Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement or any schedule hereto:

*(100)*



- (1) The term 'Project' means the project or projects or program or programs for which the Loan is granted, as described in Schedule 2 to this Agreement and as the description thereof may be amended from time to time by agreement between the Fund and the Borrower.
- (2) The term 'goods' means equipment, supplies, works and services which are required for the Project. Wherever reference is made to the cost of any goods, such cost shall be deemed to include the cost of importing such goods into the territories of the Borrower.
- (3) "The National Port Authority" means the corporate body created and existing pursuant to Chapter 6, of the Public Authorities law of 1967, as amended in 1970.

The following addresses are specified for the purposes of Section 7.01:

**For the Borrower:**

National Port Authority  
P.O.Box 1849  
Monrovia, The Republic of Liberia

**Alternative address for Faxes:**

**FAX**

+(231) 886 997763

**For the Fund:**

Kuwait Fund for Arab Economic Development  
P.O. Box 2921, Safat  
Kuwait. - 13030

**Alternative address for Faxes:**

**FAX**

(965) 22999190  
(965) 22999091



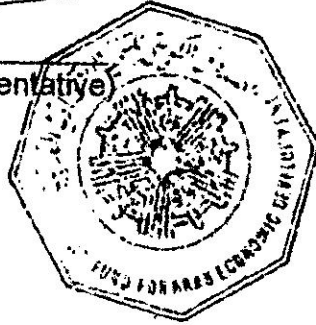
IN WITNESSETH WHEREOF the parties hereto acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in Monrovia, in three copies, each considered an original and all to the same and one effect, as of the day and year first above written.

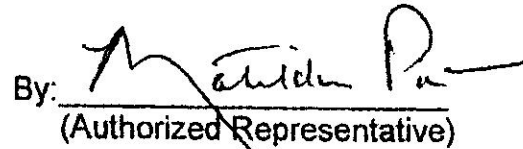
Kuwait Fund for Arab  
Economic Development

The National Port Authority



By: \_\_\_\_\_  
(Authorized Representative)



By:   
(Authorized Representative)

*Sebasr. V. Mueh*  
ACTING MINISTER  
MINISTRY OF FINANCE, RL

attested: *Christina J. ...*  
Minister of Justice  
Republic of Liberia 4-8-13

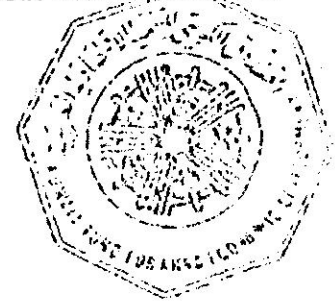


SCHEDULE (1)

REPAYMENT PROVISIONS

The amount of principal withdrawn from loan shall be repaid in 44 semi-annual instalments, the amount and order of sequence of each being as set forth in the attached schedule. The first of these instalments shall be due on the first date on which any interest or other charges on the loan shall fall due, in accordance with the provisions of the Loan Agreement, after the elapse of a grace period of 4 years, commencing from the date on which the Fund pays, any amount from the loan pursuant to the first withdrawal application made by the Borrower or the date on which the Fund issues an undertaking pursuant to Section 3.02 of the Loan Agreement, in case the first withdrawal application requests the issue of such undertaking, whichever is earlier of the two dates. The remaining instalments for the repayment of the principal shall be due consecutively, every six-month, after the date on which the first instalment falls due.

*MP*  
*G.G.*

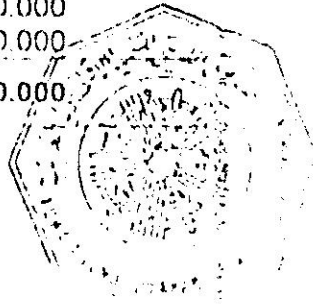


**ANNEX TO SCHEDULE 1  
AMORTIZATION SCHEDULE**

SI No.	Date Payment Due	Payment of Principal Expressed in Kuwaiti Dinars
1.		90,000.000
2.		90,000.000
3.		90,000.000
4.		90,000.000
5.		90,000.000
6.		90,000.000
7.		90,000.000
8.		90,000.000
9.		90,000.000
10.		90,000.000
11.		90,000.000
12.		90,000.000
13.		90,000.000
14.		90,000.000
15.		90,000.000
16.		90,000.000
17.		90,000.000
18.		90,000.000
19.		90,000.000
20.		90,000.000
21.		90,000.000
22.		90,000.000
23.		90,000.000
24.		90,000.000
25.		90,000.000
26.		90,000.000
27.		90,000.000
28.		90,000.000
29.		90,000.000
30.		90,000.000
31.		90,000.000
32.		90,000.000
33.		90,000.000
34.		90,000.000
35.		90,000.000
36.		90,000.000
37.		90,000.000
38.		90,000.000
39.		90,000.000
40.		90,000.000
41.		100,000.000
42.		100,000.000
43.		100,000.000
44.		100,000.000
	<b>Total</b>	<b>4,000,000.000</b>

*(Handwritten mark)*

*(Handwritten mark)*



## SCHEDULE 2


### DESCRIPTION OF THE PROJECT

The Project aims at supporting economic activities in the south eastern regions of Liberia through meeting the increasing demand on shipping and exporting products of the regions' natural resources, particularly lumber, palm oil and iron ore, through the Port of Greenville, and by improving the quality of service, efficiency and security of the Port.

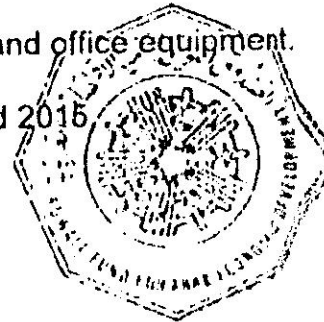
The Project comprises the rehabilitation works required for the re-opening of the Port, including dredging the port basin and entrance channel, construction of the port roads, container yard, shoreline fence and service boats ramp, rehabilitation of the ports buildings and utilities networks, and the installation of security systems and navigational aids. The Project also includes the procurement of marine crafts and cargo handling equipment, consultancy services for design and supervision of the civil works, and institutional support.

The Project includes, in particular, the following components:

- 1- Shipwreck removal and dredging of the port basin and entrance channel to 5-9 m below chart datum.
- 2- Civil work for the construction of about 600 m of shoreline fence, 4.5 km of port roads and a container yard of an area of about 6400 square meters and a slipway.
- 3- Rehabilitation of the existing port buildings, gate structure and the water and sewer networks.
- 4- Navigational aids and International Ship and Port Facility Security Code Compliance equipment including security cameras and monitors, Electricity Generators and cabling.
- 5- Procurement of marine crafts, including 2 tug boats, 1 maintenance dredger, 1 pilot boat and 1 patrol boat.
- 6- Procurement of cargo handling equipment including 3 log loaders, 1 container reach stacker, 1 forklift and 2 tractor and trailers.
- 7- Consulting engineering services for the design and supervision of civil works.
- 8- Institutional support including supply of port vehicles and office equipment.

 The project is expected to be completed by mid 2015.

G. G.



THE NATIONAL PORT AUTHORITY

Date: 7/12/2012

Kuwait Fund for Arab Economic Development  
P.O. Box 2921, Safat  
Kuwait, 13030

Dear Sirs:

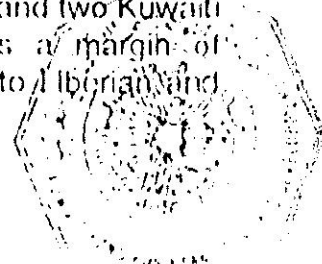
**Subject: List of Goods to be financed from the Loan -  
Procedure for Procurement**

With reference to Section 3.06 and 4.03 of the Loan Agreement signed today between us for the financing of the Port of Greenville Rehabilitation Project, we attach herewith a List of Goods showing the items to be financed from the Loan and the allocation for each item and the percentage of expenditures thereon to be so financed. We agree that if the Fund finds that the allocation for any item is insufficient to finance the percentage specified in the said List of Goods out of the expected total cost of such item, it may take any of the following measures:

- (a) To allocate for that item, within the limit of the amount necessary to cover the shortfall in financing on the basis of the specified percentage, an additional amount against the unallocated amount intended as a provision for contingencies or against the allocation for any other item if the Fund considers that there is a surplus in that allocation.
- (b) To reduce the percentage to be financed from the Loan out of the total cost of the particular item, if the additional allocation for that item, in accordance with the foregoing, is insufficient to cover the shortfall referred to above, or if the Fund is of the opinion that it is not possible to allocate any additional amount from the Loan for that item, so that as a consequence of such reduction withdrawals from the Loan will continue for financing the cost of the goods, works or services included in that item until the total cost thereof is covered in full.

We also confirm that the proceeds of the loan will not be used in any manner for the payment of any taxes or duties imposed under the laws in force in the Republic of Liberia.

We confirm that unless otherwise agreed with the Fund, the procurement of all items to be financed from the Loan will be made through international competitive bidding, advertised in at least two Liberian and two Kuwaiti daily newspapers. In awarding the contract for the said works a margin of preference of 5% above the lowest evaluated bid will be allowed to Liberian and



Kuwaiti suppliers or joint ventures between such suppliers. For a bidder to be considered as Liberian or Kuwaiti it must be owned or beneficially owned to the extent of not less than 51% by Liberian or Kuwaiti nationals or entities, respectively, and any such corporate entity must satisfy the same criterion of ownership.

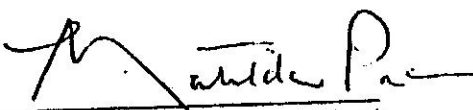
As regards the application of Section 4.3, referred to above concerning the procurement of items to be financed from the Loan, we shall furnish you with a copy of each invitation to tender along with the relative draft tender documents, in advance of issuing the same, for review and comments by you and we shall make such reasonable modifications as may be requested by you in such documents or in the bidding procedure. Upon the receipt and analysis of bids we shall furnish you with a detailed report on the evaluation of bids together with the recommendation for award for your consideration and approval. Any material modification proposed to be made in the terms and conditions of any contract before or after award, will also be presented to you for approval.

Following signature of contracts, we shall furnish you with signed or conformed and certified copies of such contracts for the purpose of your records and disbursements from the Loan in accordance therewith.

We understand that if we exercise, in accordance with Section 3.02 of the Loan Agreement, the option of requesting the Fund to issue any special commitment in connection with the confirmation of any documentary letter of credit for meeting expenditures on the Project, such request will be made on the basis that such confirmation is requested from a Kuwaiti Bank operating in Kuwait or overseas and the special commitment of the Fund is to be made to such bank.

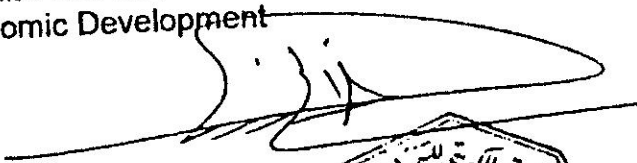
Please indicate your agreement to the foregoing and to the attached "List of Goods" by signing the form of confirmation on the enclosed copy of this letter and returning it to us.

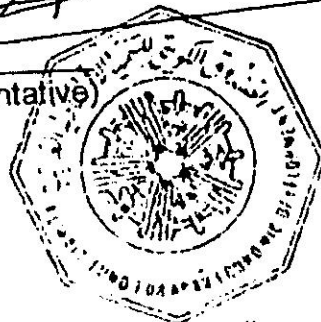
The National Port authority

By:   
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab  
Economic Development

By:   
(Authorized Representative)

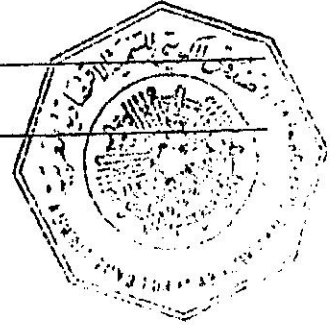


**LIST OF GOODS  
TO BE FINANCED FROM THE LOAN**

No.	Item	Amount Allocated (expressed in Kuwaiti Dinars)	Percentage of Total Cost of Item
1.	Navigational Aids, Security and Electrical Equipment	400,000	100%
2.	Marine Crafts	2,700,000	100%
3.	Cargo Handling Equipment	440,000	100%
4.	Institutional Support	65,000	100%
5.	Contingencies	395,000	
<b>Total</b>		<b>4,000,000</b>	

*MP*

*A.G.*



THE NATIONAL PORT AUTHORITY

Date: 7/12/2012

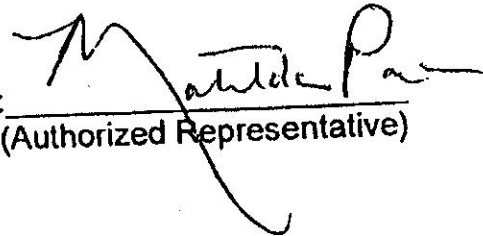
Kuwait Fund for Arab Economic Development  
P.O. Box 2921, Safat  
Kuwait, 13030

Dear Sirs:

With reference to the Loan Agreement signed today between us for the financing of the Port of Greenville Rehabilitation Project, we confirm that we have been duly informed that in accordance with the regulations in force in the State of Kuwait, the use of public funds in transactions involving any firm or entity subject to boycott under these regulations is not permitted.

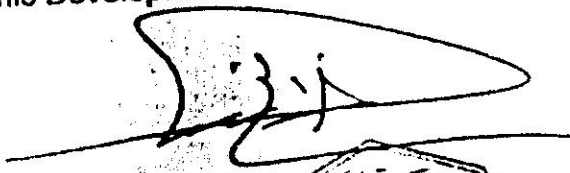
We therefore undertake that the proceeds of the above-mentioned Loan will not be used in any manner to finance directly or indirectly goods or services produced by any country, firm or entity subject to boycott according to the regulations in force in the State of Kuwait.

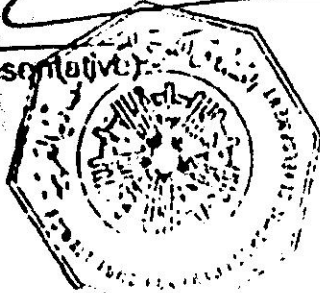
The National Port Authority

By:   
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab  
Economic Development

By:   
(Authorized Representative)



THE NATIONAL PORT AUTHORITY

Date: 7/12/2012


Kuwait Fund for Arab Economic Development  
P.O. Box 2921, Safat  
Kuwait, 13030

Dear Sirs:

We refer to Section 2.04 of the Loan Agreement of even date herewith between us for the financing of the Port of Greenville Rehabilitation Project, We understand that the rate of exchange between the Kuwaiti Dinar and other currency or currencies used for disbursement or debt service payment under the Loan shall be determined as follows: (a) the rate used for disbursement purposes shall be the rate advised by the bank effecting the payment made from the Loan in any currency other than the Kuwaiti Dinar, and (b) in case of debt service payment in a currency acceptable to the Fund, other than the Kuwaiti Dinar, the rate of exchange between such other currency and the Kuwaiti Dinar shall be the rate applied by the bank receiving the payment for crediting the amount thereof to the account of Kuwait Fund for Arab Economic Development with such bank.

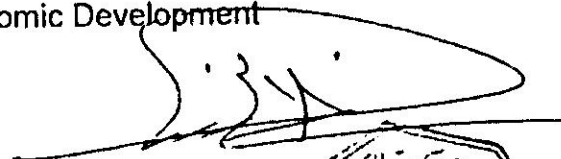
Please confirm your agreement to the foregoing by signing the attached copy of this letter and returning it to us.

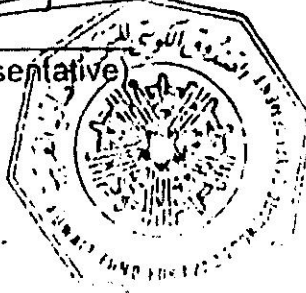
The National Port Authority

By:   
(Authorized Representative)

Confirmed:

Kuwait Fund for Arab  
Economic Development

By:   
(Authorized Representative)





**“AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF GREENVILLE REHABILITATION PROJECT) BETWEEN THE NATIONAL PORT AUTHORITY (NPA) AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT”**

It is enacted by the Senate and House of Representatives of the Republic of Liberia in Legislature assembled:

**SECTION 1:** That from and Immediately upon passage of this Act, “AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF GREENVILLE REHABILITATION PROJECT) BETWEEN THE NATIONAL PORT AUTHORITY (NPA) AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT” as herein recited below word for word in the authentic English version be and the same is hereby ratified to give full force and effect to the provision as contained herein.

**SECTION II: SHORT TITLE:** That Act to ratify the financing agreement shall also be cited as “PORT OF GREENVILLE REHABILITATION PROJECT AGREEMENT”

**SECTION III:** That any and all obligations, covenants, terms and conditions as contained in the above mentioned AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF GREENVILLE REHABILITATION PROJECT) BETWEEN THE NATIONAL PORT AUTHORITY (NPA) AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT” shall be carried into full completion unless otherwise modified, amended or repealed.

**Section V:** This Act shall take effect immediately upon the publication into handbills.

**ANY LAW TO THE CONTRARY NOTWITHSTANDING.**

**2014**

**THIRD SESSION OF THE FIFTY-THIRD LEGISLATURE OF  
THE REPUBLIC OF LIBERIA**

SENATE'S ENGROSSED BILL NO 13 ENTITLED:

**"AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF  
GREENVILLE REHABILITATION PROJECT) BETWEEN THE  
NATIONAL PORT AUTHORITY (NPA) AND THE KUWAIT  
FUND FOR ARAB ECONOMIC DEVELOPMENT"**

On motion, Bill read. On motion, the Bill was adopted on its first reading  
and sent to Committee Room on Tuesday, February 18, 2014 @  
12:35G.M.T.

On motion, Bill taken from the Committee Room for its second reading.  
On motion, under the suspension of the rule, the second reading of the  
Bill constituted its third and final reading and the Bill was adopted,  
passed into the full force of the law and ordered engrossed today,  
Tuesday, March 11, 2014 @ 13:29 G.M.T.

*Annawie Verdier Mazon*  
**SECRETARY, LIBERIAN SENATE, R.L**

**-2014-**

**THIRD SESSION OF THE FIFTY-THIRD LEGISLATURE OF  
THE REPUBLIC OF LIBERIA**

HOUSE'S ENDORSEMENT TO SENATE'S ENGROSSED BILL  
NO. 13 ENTITLED:

**AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF GREENVILLE  
REHABILITATION PROJECT) BETWEEN THE NATIONAL PORT  
AUTHORITY (NPA) AND THE KUWAIT FUND FOR ARAB ECONOMIC  
DEVELOPMENT"**

On motion, Bill read. On motion, the Bill was adopted on its first  
reading and sent to Committee on Thursday, March 20, 2014, @ 1:40  
G.M.T.

On motion, the Bill was taken from Committee Room for its second  
reading. On motion, under the suspension of the rule, the second  
reading of the Bill constituted its third and final reading, and the Bill  
was adopted, passed into the full force of the law, and ordered  
engrossed today, Tuesday, March 25, 2014 @ 11:32 G.M.T.

*J. Sayfiah Cepelay*  
**CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.**

**2014**

**ATTESTATION**

**“AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF GREENVILLE REHABILITATION PROJECT) BETWEEN THE NATIONAL PORT AUTHORITY (NPA) AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT”**



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**VICE PRESIDENT OF THE REPUBLIC OF LIBERIA/PRESIDENT OF THE SENATE**



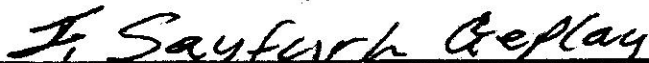
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**THE SECRETARY, LIBERIAN SENATE**



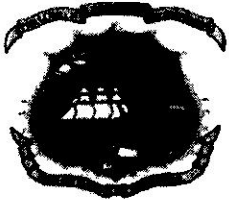
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**THE SPEAKER, HOUSE OF REPRESENTATIVES**



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**THE CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.**



THE SECRETARY OF THE SENATE



# The Liberian Senate

CAPITOL BUILDING, CAPITOL HILL, MONROVIA, LIBERIA  
WEST AFRICA

E-mail: [singbehlsen@hotmail.com](mailto:singbehlsen@hotmail.com)

**2014**

## THIRD SESSION OF THE FIFTY-THIRD LEGISLATURE OF THE REPUBLIC OF LIBERIA.

SCHEDULE OF SENATE'S ENROLLED BILL NO. 4 ENTITLED:

**"AN ACT TO RATIFY THE LOAN AGREEMENT (PORT OF GREENVILLE  
REHABILITATION PROJECT) BETWEEN THE NATIONAL PORT AUTHORITY  
(NPA) AND THE KUWAIT FUND FOR ARAB ECONOMIC DEVELOPMENT"**

PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA FOR  
EXECUTIVE APPROVAL.

APPROVED THIS 10<sup>th</sup> DAY OF April A.D. 2014

AT THE HOUR OF 12:30 P.M.

**THE PRESIDENT OF THE REPUBLIC OF LIBERIA**