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PRIVATE & CONFIDENTIAL
EXECUTION VERSION

REIMBURSEMENT AND CREDIT AGREEMENT

23 JANUARY 2017

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, ACTING THROUGH
THE MINISTRY OF FINANCE AND ECONOMIC DEVELOPMENT

and

THE ELECTRICITY DISTRIBUTION AND SUPPLY AUTHORITY
OF THE REPUBLIC OF SIERRA LEONE
as the Obligors

with

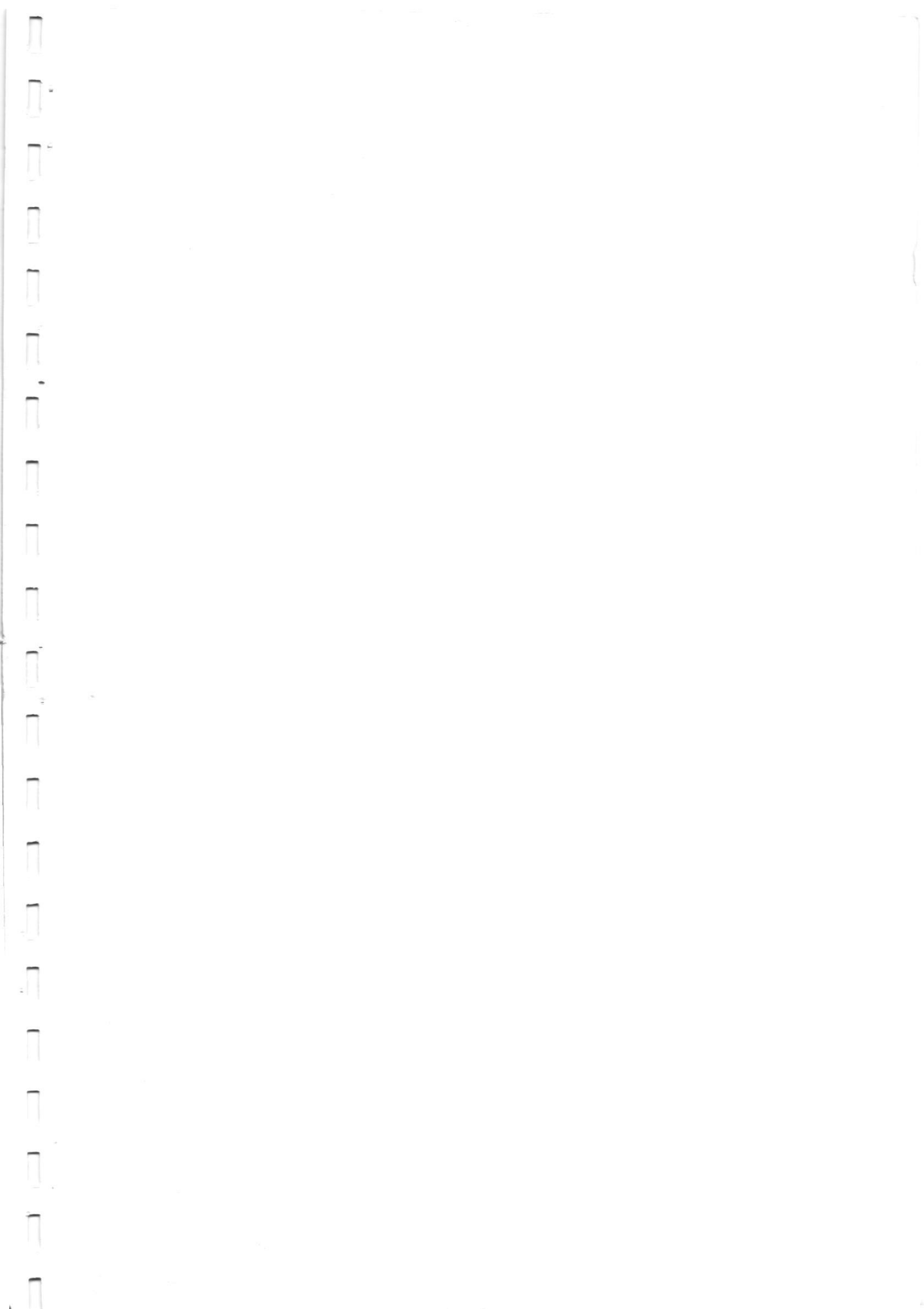
SOCIÉTÉ GÉNÉRALE
as the Issuing Bank

in relation to the
SIERRA LEONE – WESTERN AREA POWER GENERATION PROJECT

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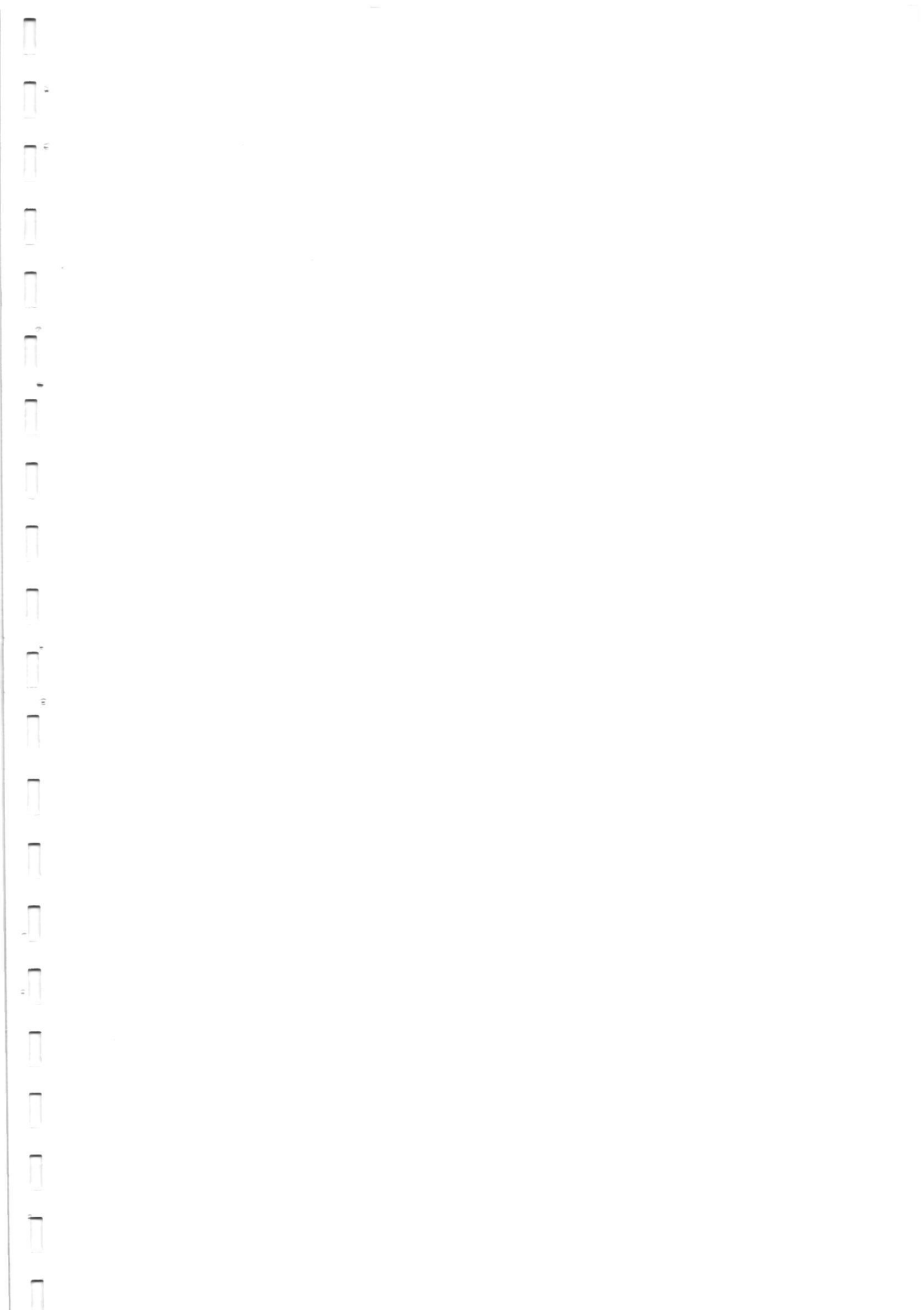
Allen & Overy LLP

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THIS REIMBURSEMENT AND CREDIT AGREEMENT (this Agreement) is made on 23 January 2017

AMONG:

- (1) THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, ACTING THROUGH THE MINISTRY OF FINANCE AND ECONOMIC DEVELOPMENT (MOFED);
- (2) THE ELECTRICITY DISTRIBUTION AND SUPPLY AUTHORITY OF THE REPUBLIC OF SIERRA LEONE, a statutory corporation established by section 25 (1) of the National Electricity Act 2011 (EDSA); and
- (3) SOCIÉTÉ GÉNÉRALE (the Issuing Bank).

1. INTERPRETATION

1.1 Definitions

Capitalised terms used but not otherwise defined in this Agreement shall have the meanings stated below.

Acceptable Third Party means any of the following, whom each Obligor hereby expressly authorises to make payments on its behalf under this Agreement:

- (a) the Beneficiary;
- (b) in each case provided that the Issuing Bank has, at the time of payment of any amount to it by such person on behalf of any Obligor under any Finance Document, completed all of its applicable "know your customer" checks in relation to such person to its full satisfaction:
 - (i) any governmental authority of the Republic of Sierra Leone; or
 - (ii) any bank or financial institution extending secured financial indebtedness to the Beneficiary in relation to the Project; or
- (c) any other person acceptable to the Issuing Bank in its sole and absolute discretion.

Advance means each payment of a Demand made by the Issuing Bank in accordance with Clause 3 (Demand and Payment Authority of the Issuing Bank), which shall be converted into an interest bearing loan in the corresponding currency and amount from the Issuing Bank to the Obligors pursuant to the terms of this Agreement.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Anti-Corruption Laws means all laws, rules and regulations of any jurisdiction applicable to MOFED, EDSA and its Affiliates, from time to time, concerning or relating to bribery or corruption.

Applicable Margin means 0.75% per annum.

Beneficiary means CECA SL Generation Ltd.

