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# CLSG Interconnection

Finance Contract

Between the

**The Republic of Sierra Leone**

And

**The European Investment Bank**

Freetown, 10 December 2012

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**THIS CONTRACT IS MADE BETWEEN:**

The Republic of Sierra Leone, represented by  
the Ministry of Finance and Economic  
Development, represented by Dr Samura M. W.  
Kamara, Minister of Finance and Economic  
Development.

(the "Borrower")

of the first part, and

The European Investment Bank having its seat  
at 100 Blvd Konrad Adenauer, Luxembourg, L-  
2950 Luxembourg, represented by Mr. Hugh  
Chamberlain, Associate Director and Mr Guus  
Heim, Head of Division.

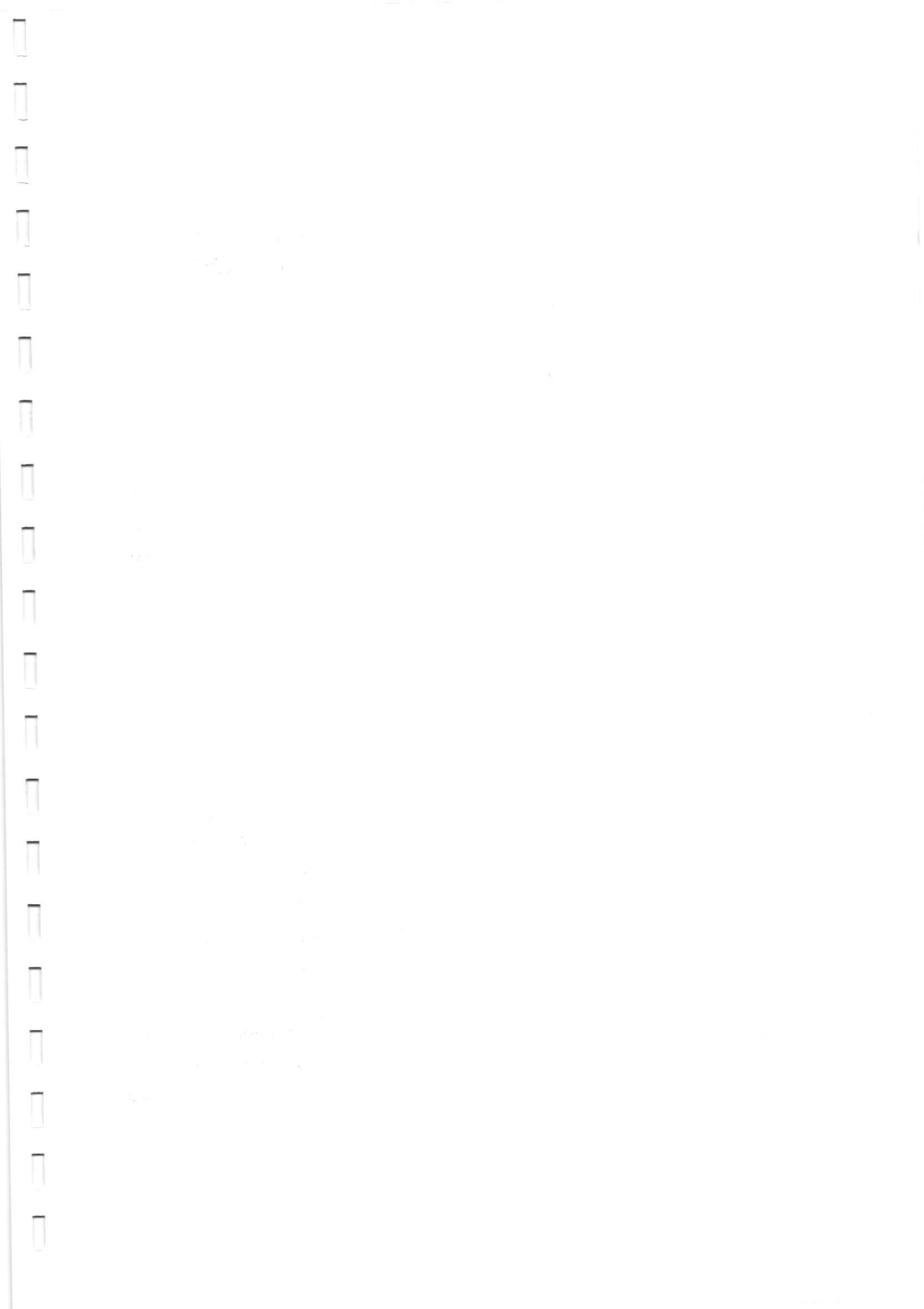
(the "Bank")

of the second part.



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**WHEREAS:**

(1) The Borrower has stated that it is undertaking the construction of a backbone transmission and interconnection line to interconnect Côte d'Ivoire, Liberia, Sierra Leone and Guinea, as more particularly described in the technical description (the "Technical Description") set out in Schedule A (the "Project"). The Project shall be implemented by a regional transmission company ("RTC") to which the Borrower will on-lend the Loan through an on-lending agreement (the "On-lending Agreement").

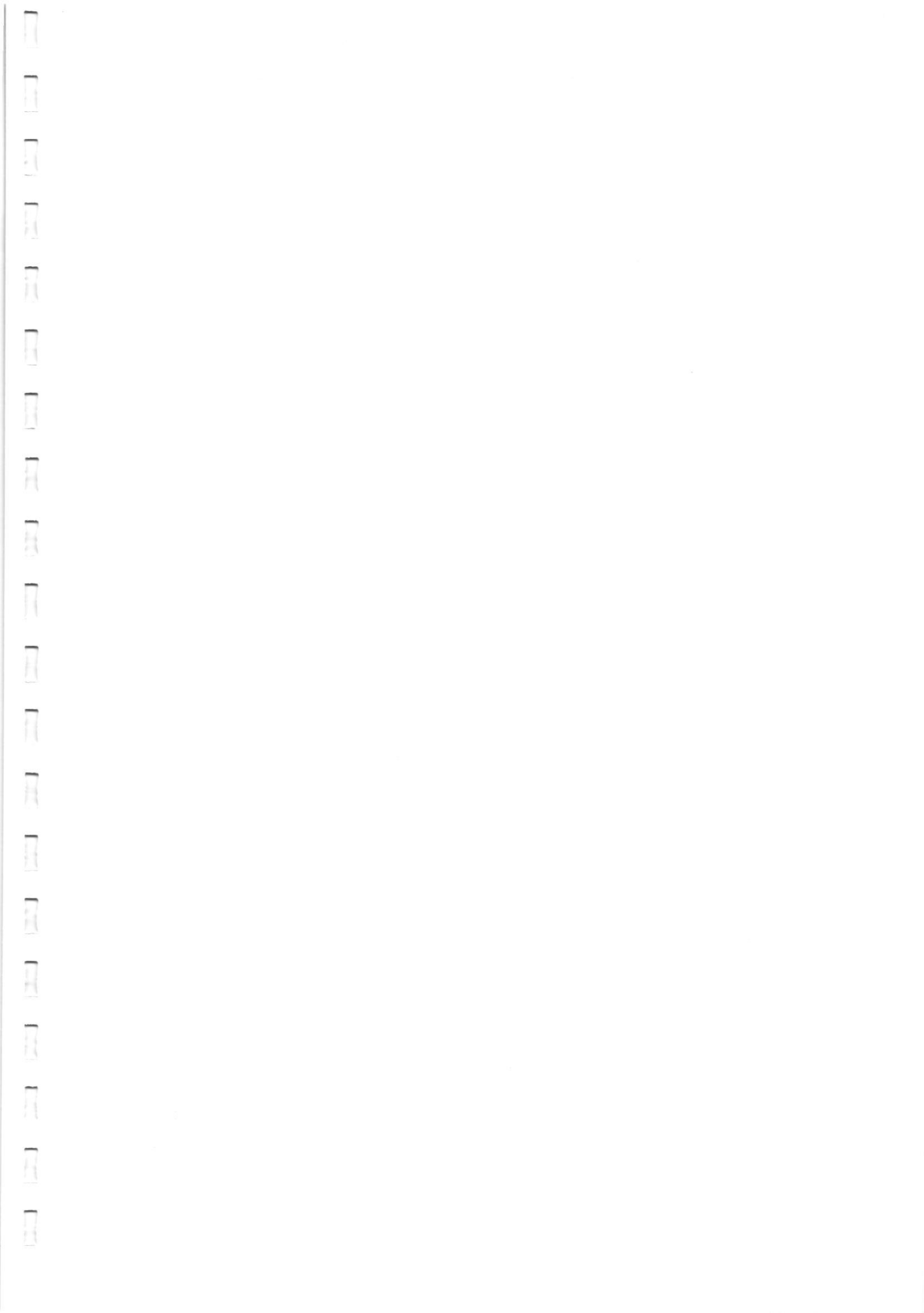
(2) The total cost of the Project, as estimated by the Bank, is EUR 370,000,000 (three hundred and seventy million euros) and the Borrower has stated that the Project will be financed as follows:

Source	Amount (EUR)
African Development Bank (loan and grant)	147,200,000
Loan from the World Bank	103,700,000
Grant from KfW	31,000,000
Contribution from Governments of Côte d'Ivoire, Liberia, Sierra Leone and Guinea	13,100,000
Loan from the Bank	75,000,000
<b>TOTAL</b>	<b>370,000,000</b>

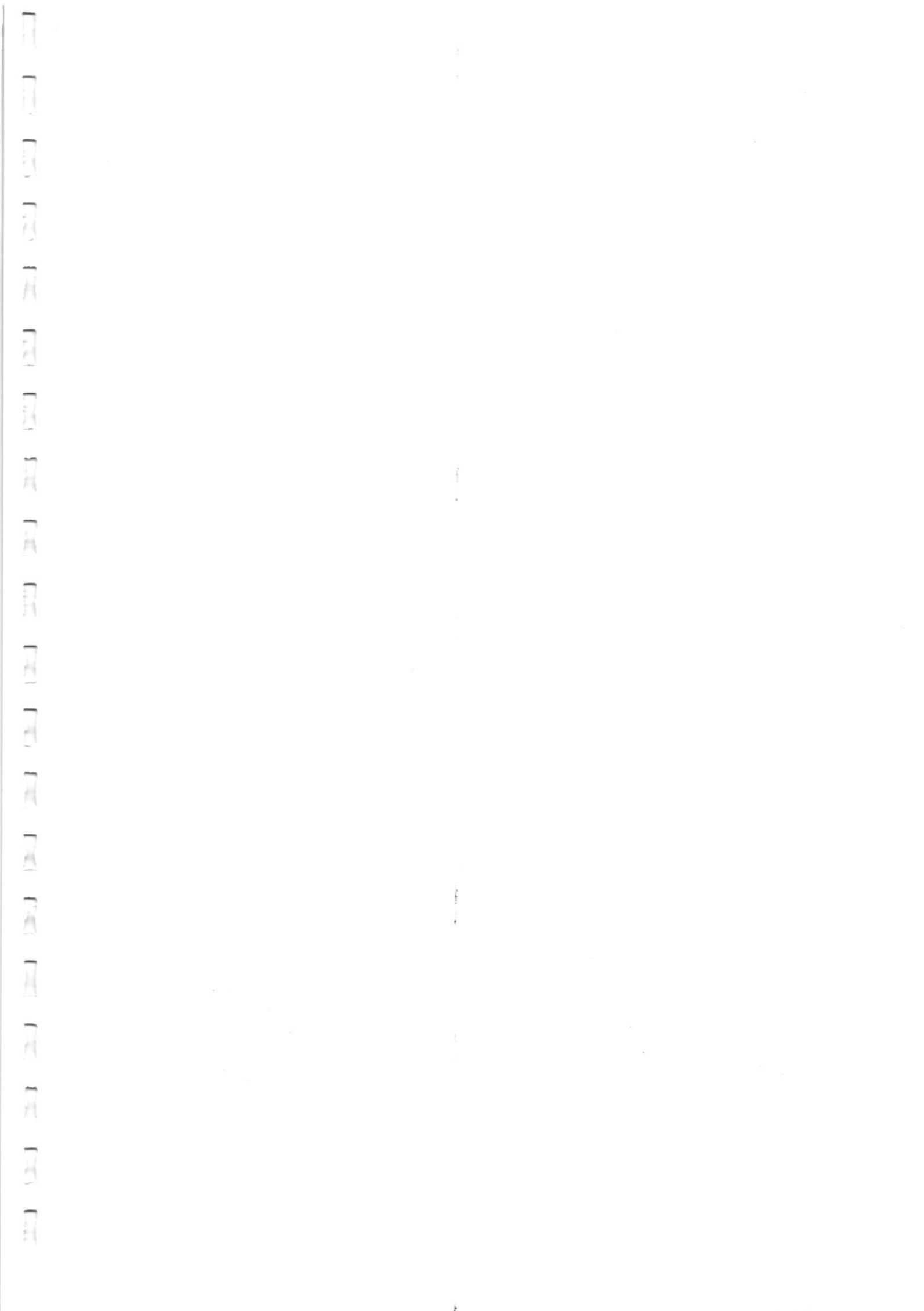
(3) In order to fulfill the financing plan set out in Recital (2), the Borrower has requested from the Bank a credit of EUR 75,000,000 (seventy five million euros) from the Bank's own resources, in accordance with the Partnership Agreement signed in Cotonou on 23 June 2000 between the European Community and its Member States and the African, Caribbean and Pacific States, as subsequently revised (the "Cotonou Agreement").

(4) The Bank considering that the financing of the Project falls within the scope of its functions, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request providing to it a credit in an amount of EUR 75,000,000 (seventy five million euros) under this Finance Contract (the "Contract"); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (2).

(5) The Government of the Republic of Sierra Leone has authorised the borrowing of the sum of EUR 75,000,000 (seventy five million euros) represented by this credit on the terms and conditions set out in this Contract and in Annex I and Dr Samura M. W. Kamara, Minister of Finance and Economic Development has been duly authorized to execute this Contract on behalf of the Borrower.



- (6) Côte d'Ivoire, Liberia, the Republic of Sierra Leone and Guinea are to enter into an international treaty with respect to the implementation of the Project and the establishment of RTC (the "Treaty") as well as an international project agreement with RTC (the "IPA").
- (7) The Bank, the Borrower and the RTC are to enter into a project agreement (the "Project Agreement") in order to set out the terms and conditions under which the Project is to be implemented.
- (8) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant EU policies.
- (9) The Borrower, by its execution of this Contract, confirms its agreement to the Project falling within the framework of the Cotonou Agreement and, pursuant to Article 6 of Annex II to the Cotonou Agreement, agrees to grant exemption from all national or local duties, fiscal charges due in accordance with the laws of the Republic of Sierra Leone on interest, commission and amortisation of loans granted by the Bank.
- (10) An interest rate subsidy in accordance with article 4.2 of Annex II of the Cotonou Agreement shall be provided as set out in Article 3.01 of this Contract as well as a subsidy from the EU-Africa Infrastructure Trust Fund.
- (11) EIB considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances. EIB has therefore established its Transparency Policy, the purpose of which is to enhance the accountability of the EIB Group towards its stakeholders and the EU citizens in general, by giving access to the information that will enable them to understand its governance, strategy, policies, activities and practices.



**NOW THEREFORE** it is hereby agreed as follows:

## **INTERPRETATION AND DEFINITIONS**

### **(a) Interpretation**

- (i) References in this Contract to Articles, Recitals, Schedules and Annexes are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract.
- (ii) References in this Contract to a provision of law is a reference to that provision as amended or re-enacted.
- (iii) References in this Contract to any other agreement or instrument is a reference to that other agreement or instrument as amended, novated, supplemented, extended or restated.

### **(b) Definitions**

In this Contract:

**"Acceptance Deadline"** for a notice means:

- (a) 16h00 Luxembourg time on the day of delivery, if the notice is delivered by 14h00 Luxembourg time on a Business Day, or
- (b) 11h00 Luxembourg time on the next following day which is a Business Day, if the notice is delivered after 14h00 Luxembourg time on any such day or is delivered on a day which is not a Business Day.

**"Business Day"** means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

**"Change-of-Control Event"** means:

- (a) Sierra Leone Electricity Corporation, Électricité de Guinée, Liberia Electricity Corporation and CI-Énergie cease to control RTC and/or to be the beneficial owners of 100% (one hundred per cent) of the issued share capital of RTC and
- (b) **"control"** means the power to direct the management and policies of an entity, whether through the ownership of voting capital, by contract or otherwise.

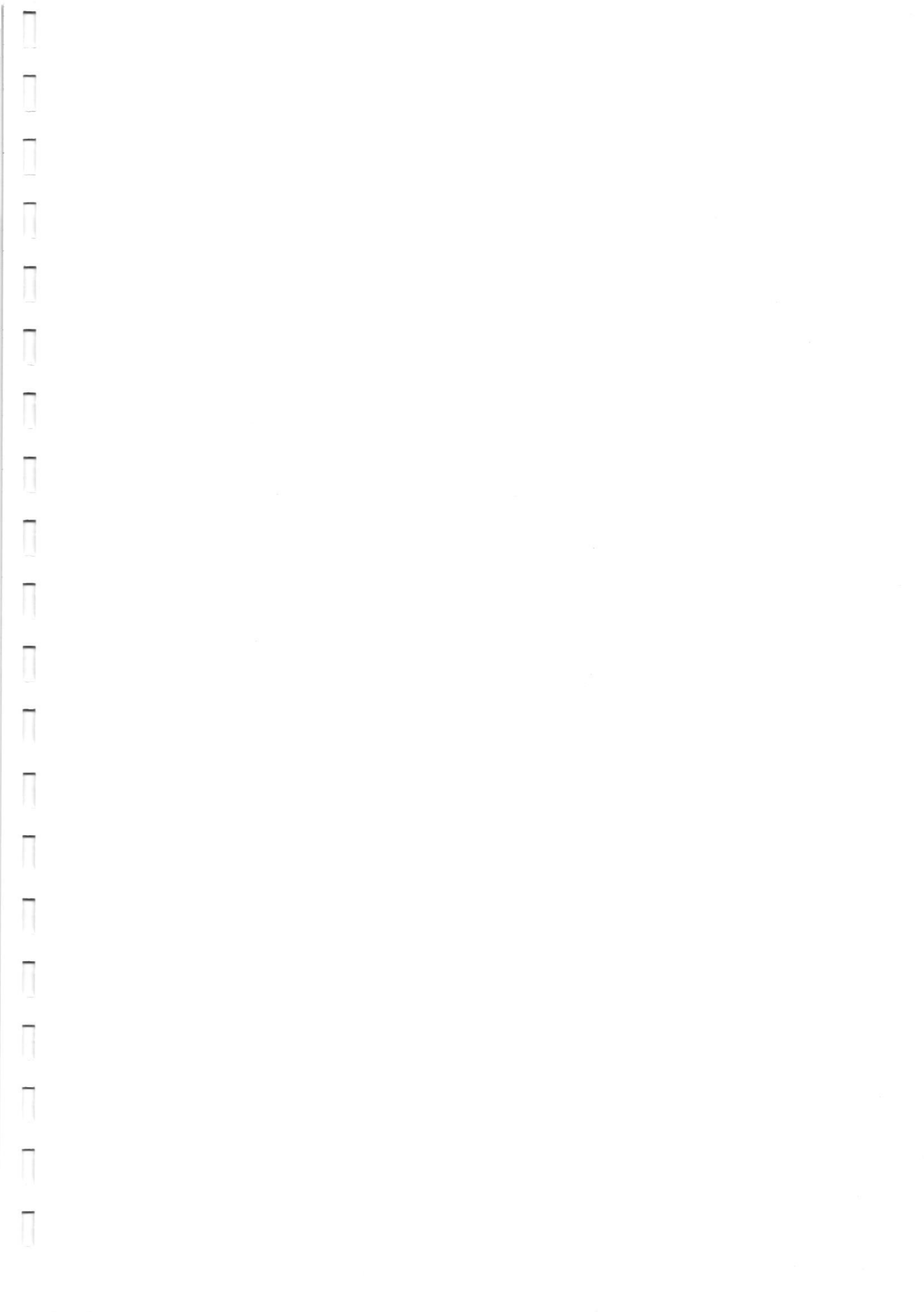
**"Change-of-Law Event"** means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which, in the opinion of the Bank, would materially impair (i) the Borrower's ability to perform its obligations under this Contract or any security provided in respect of this Contract, or (ii) RTC's ability to perform its obligations under the Project Agreement.

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule D.2.

**"Contract"** has the meaning given to it in Recital (4).

**"Cotonou Agreement"** has the meaning given to it in Recital (3).

**"Credit"** has the meaning given to it in Article 1.01.



**"Debt Instrument"** means:

- (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement);
- (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness; or
- (c) a guarantee granted by the Borrower for an obligation of a third party.

**"Deferment Indemnity"** means an indemnity calculated on the amount of disbursement deferred or suspended at the percentage rate (if higher than zero) by which:

- the Fixed Rate net of the Margin that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date

exceeds

- the Relevant Interbank Rate (one month rate) less 0.125% (twelve point five basis points), unless this value is less than zero, in which case it will be set at zero.

Such indemnity shall accrue from the Scheduled Disbursement Date to the actual disbursement date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

**"Disbursement Notice"** means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.02C.

**"Disbursement Request"** means a notice substantially in the form set out in Schedule C.1.

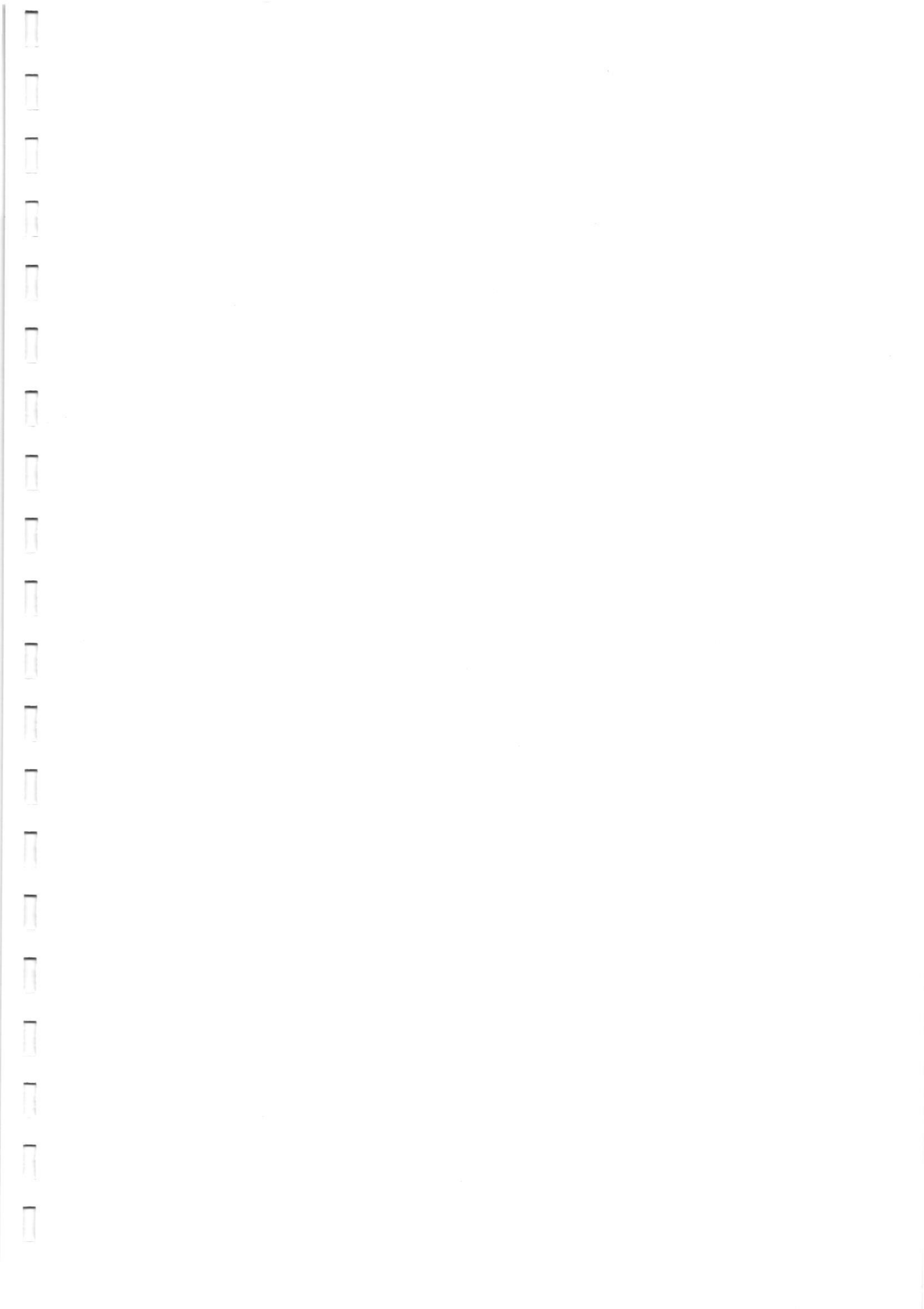
**"Disruption Event"** means either or both of

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party:
  - (i) from performing its payment obligations under this Contract; or
  - (ii) from communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

**"EU-Africa ITF Subsidy"** means and refers to a EUR 12,500,000 (twelve million five hundred thousand euros) subsidy from the EU-Africa Infrastructure Trust Fund.

**"EURIBOR"** has the meaning given to it in Schedule B.



"EUR" or "euro" means the lawful currency of the Member States of the European Union which from time to time adopt it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"Final Availability Date" means the date falling 5 (five) years after the signature of this Contract.

"Fixed Rate" means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Fixed Rate shall include the Margin.

"Fixed Rate Tranche" means a Tranche on which Fixed Rate is applied.

"Indemnifiable Prepayment Event" means a prepayment event under Article 4.03A other than paragraph 4.03A(2) (*Pari pass to Non-EIB Financing*) or 4.03A(5) (*Illegality*).

"Interest Subsidy" means and refers to an annual interest rate subsidy pursuant to Annex II of the Cotonou Agreement.

"IPA" has the meaning given to it in Recital (6).

"LIBOR" has the meaning given to it in Schedule B.

"Loan" means the aggregate amount of Tranches disbursed from time to time by the Bank under this Contract.

"Margin" means 50 (fifty) basis points (0.50%).

"Market Disruption Event" means any of the following circumstances:

- (a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from its ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche;

For the purposes of Article 1.06B(b), "Tranche" will mean a Tranche as requested under Article 1.02B.

"Material Adverse Change" means, in relation to the Borrower any event or change of condition affecting the Borrower, which, in the reasonable opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its obligations under this Contract;
- or
- (b) materially impairs the financial condition or prospects of the Borrower.

"Maturity Date" means the last repayment date of a Tranche specified pursuant to Article 4.01B(c)

"National Power Authority" means the National Power Authority of Sierra Leone, having its headquarters at Electricity House, 36 Siaka Stevens Street, Freetown, Sierra Leone.



**"Non-EIB Financing"** means any loan, (save for the Loan and any other direct loans from the Bank), credit bond or other form of financial indebtedness or any obligation for the payment or repayment of money originally granted to the Borrower for a term of more than 3 (three) years.

**"Notified Tranche"** means a Tranche in respect of which the Bank has issued a Disbursement Notice.

**"On-lending Agreement"** has the meaning given to it in Recital (1).

**"Payment Date"** means the 10 January and 10 July of each year until the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means the following Relevant Business Day, without adjustment to the interest due under Article 3.01.

**"Prepayment Amount"** means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.02A.

**"Prepayment Date"** means the date, which shall be a Payment Date, on which the Borrower proposes to effect prepayment of a Prepayment Amount.

**"Prepayment Indemnity"** means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as the present value (as of the Prepayment Date) of the excess, if any, of:

- (a) the interest calculated at Fixed Rate net of the Margin that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

**"Prepayment Notice"** means a written notice from the Borrower specifying, amongst other things, the Prepayment Amount and the Prepayment Date in accordance with Article 4.02A.

**"Project"** has the meaning given to it in Recital (1).

**"Project Agreement"** has the meaning given to it in Recital (7).

**"Qualifying Expenditure"** means expenditure (including costs of design and supervision, if relevant, and net of taxes and duties payable by the Borrower) incurred by the Borrower in respect of works, goods and services in respect of items specified in the Technical Description as eligible for financing under the Credit, which contract or contracts shall have been executed on terms satisfactory to the Bank, having regard to the most recent edition of the Bank's *Guide to Procurement*, as published on its website at <http://www.eib.org/infocentre/publications/all/guide-to-procurement.htm> at the date of this Contract.



**"Redeployment Rate"** means the Fixed Rate excluding the Margin in effect on the day of the indemnity calculation for fixed-rate loans denominated in the same currency and which shall have the same terms for the payment of interest and the same repayment profile to the Maturity Date as the Tranche in respect of which a prepayment is proposed or requested to be made. For those cases where the period is shorter than 48 (forty eight) months (or 36 (thirty six) months in the absence of a repayment of principal during that period) the most closely corresponding money market rate equivalent will be used, that is the Relevant Interbank Rate minus 0.125% (twelve point five basis points) for periods of up to 12 (twelve) months. For periods falling between 12 (twelve) and 36/48 (thirty six/forty eight) months as the case may be, the bid point on the swap rates as published by Reuters for the related currency and observed by the Bank at the time of calculation will apply.

**"Relevant Business Day"** means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR.

**"Relevant Interbank Rate"** means EURIBOR.

**"RTC"** has the meaning given to it Recital (1)

**"Scheduled Disbursement Date"** means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.02B.

**"Security"** means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Subsidised Rate"** has the meaning given to it under Article 3.01A.

**"Technical Description"** has the meaning given to it in Recital (1).

**"Tranche"** means each disbursement made or to be made under this Contract.

**"Transparency Policy"** means the transparency policy of the Bank as amended from time to time and available on the Bank's website at <http://www.eib.org/infocentre/publications/all/eib-transparency-policy.htm> at the date hereof.

**"Treaty"** has the meaning given to it in Recital (6).



**ARTICLE 1**  
**Credit and Disbursements**

**1.01 Amount of Credit**

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, the credit in an amount of EUR 75,000,000 (seventy five million euros) for the financing of the Project (the "Credit").

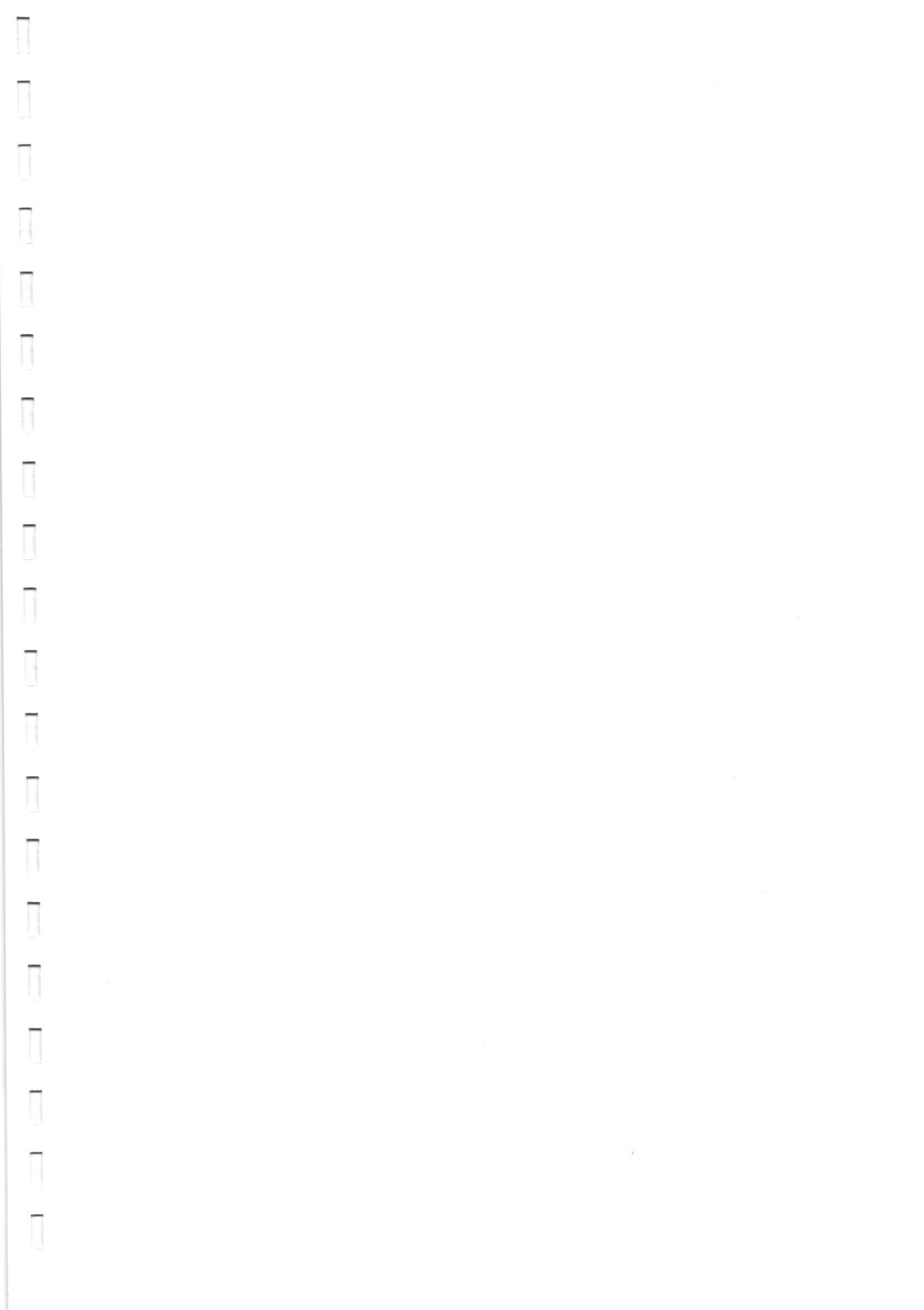
**1.02 Disbursement procedure**

**1.02A Tranches**

The Bank shall disburse the Credit in up to 7 (seven) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount of EUR 5,000,000 (five million euros).

**1.02B Disbursement Request**

- (a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, to be received by the latest on or prior to 15 (fifteen) days before the Final Availability Date. The Borrower may also delegate (subject to receipt by the Bank of a satisfactory instrument of delegation) the submission of Disbursement Requests to RTC. The Disbursement Request shall be in the form set out in Schedule C and shall specify:
- (i) the amount and currency of the Tranche;
  - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and on or before the Final Availability Date, it being understood that notwithstanding the Final Availability Date the Bank may disburse the Tranche up to 4 (four) calendar months from the date of the Disbursement Request;
  - (iii) the interest payment periodicity for the Tranche, in accordance with Article 3.01;
  - (iv) the terms for repayment of principal for the Tranche, in accordance with Article 4.01;
  - (v) the first and last dates for repayment of principal for the Tranche; and
  - (vi) the IBAN code (or appropriate format in line with local banking practice) and SWIFT BIC of the bank account to which disbursement of the Tranche should be made in accordance with Article 1.02E.
- (b) Each Disbursement Request shall be accompanied by evidence of the authority of the person or persons authorised to sign it and the specimen signature of such person or persons or a declaration by the Borrower that no change has occurred in relation to the authority of the person or persons authorised to sign Disbursement Requests under this Contract.
- (c) Subject to Article 1.02C(b), each Disbursement Request is irrevocable.



**1.02C Disbursement Notice**

(a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to this Article 1.02, deliver to the Borrower (with copy to RTC) a Disbursement Notice which shall specify:

- (i) the amount of the Tranche in EUR;
- (ii) the Scheduled Disbursement Date;
- (iii) the first interest Payment Date and the periodicity for the payment of interest for the Tranche;
- (iv) the terms for repayment of principal for the Tranche;
- (v) the first and last dates for repayment of principal for the Tranche;
- (vi) the applicable Payment Dates for the Tranche; and
- (vii) the Fixed Rate applicable to the Tranche until the Maturity Date.

(b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Borrower may follow receipt of the Disbursement Notice revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 Luxembourg time on the next Business Day and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked in writing the Disbursement Request within such period, the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.

**1.02D**

**Disbursement Account**

Disbursement shall be made to the account as the Borrower shall notify in writing to the Bank not later than 15 (fifteen) days before the Scheduled Disbursement Date (with IBAN code or with the appropriate format in line with local banking practice). The Borrower acknowledges that payments to such account shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one account may be specified for each Tranche.

**1.03**

**Currency of disbursement**

The Bank shall disburse each Tranche in EUR.

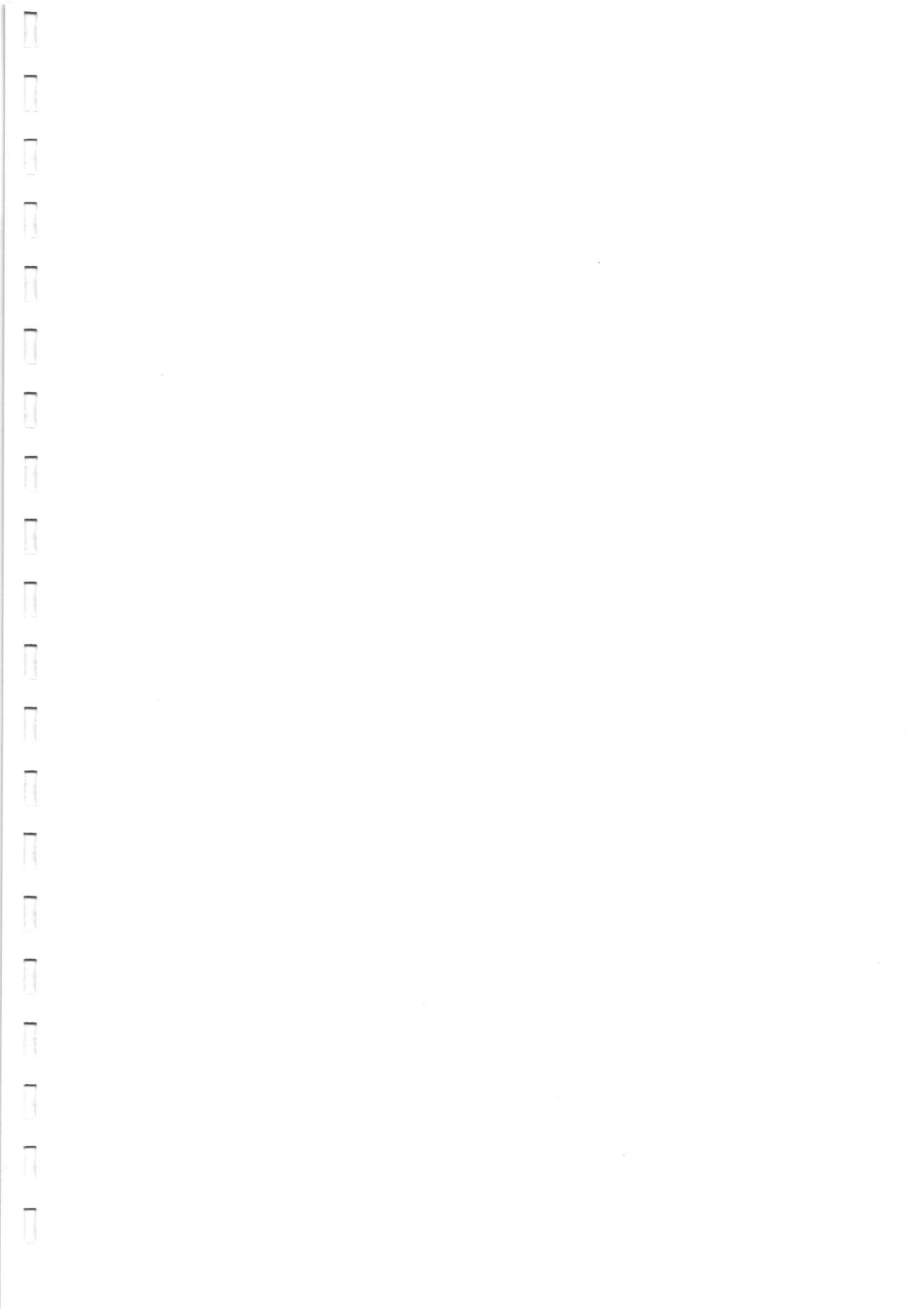
**1.04**

**Conditions of disbursement**

**1.04A First Tranche**

The disbursement of the first Tranche under Article 1.02 is conditional upon receipt by the Bank in form and substance satisfactory to it, on or before the date falling 10 (ten) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

<sup>1</sup> (GMT+1 in winter and GMT+2 in summer at time of signing).



- (a) evidence that the Borrower has obtained all necessary consents or approvals of governmental or public bodies or authorities required in connection with this Contract, the On-lending Agreement, the Project Agreement and the Project
- (b) ratification by the Parliament of the Republic of Sierra Leone of this Contract and the On-lending Agreement, and, if necessary, of the Project Agreement;
- (c) a legal opinion addressed to the Bank issued by the Attorney-General or Ministry of Justice of the Borrower on the due validity, execution and enforceability of this Contract (including the choice of English law and jurisdiction of the Court of Justice of the European Union) by the Borrower and on the Project Agreement and On-lending Agreement in a form satisfactory to the Bank;
- (d) evidence that insurances in accordance with the requirements of the Project Agreement are in place;
- (e) appointment of an agent of service acceptable to the Bank and evidence of acceptance by the agent of service of its appointment;
- (f) evidence that all exchange control consents specified by the Bank or indicated in the legal opinion given under paragraph (b) above as being necessary have been obtained to permit the Borrower to receive disbursements as provided in this Contract, to repay the Loan and to pay interest and all other amounts due hereunder;
- (g) the On-lending Agreement between the Borrower and RTC has been entered into in a form and substance satisfactory to the Bank and a certified true copy of the On-lending Agreement has been received by the Bank;
- (h) the Project Agreement between the Borrower, the Bank and RTC has been entered into substantially in the form set out in Schedule E (and subject to any additional condition that may be required by the Bank at the time of signing of the Project Agreement in light of the status of RTC and the Project) and in any event in a form and substance satisfactory to the Bank; and RTC has obtained all necessary consents required in connection with the entering into of the Project Agreement;
- (i) the Treaty has been duly signed in a form and substance satisfactory to the Bank and ratified by Côte d'Ivoire, Liberia, the Republic of Sierra Leone and Guinea and is in full force and effect in all four countries;
- (j) the IPA has been duly signed in a form and substance satisfactory to the Bank and ratified by Côte d'Ivoire, Liberia, the Republic of Sierra Leone, Guinea and RTC and is in full force and effect;
- (k) an anchor power purchase agreement for a term of no less than 5 (five) years shall have been entered into between an energy provider and an off-taker in terms satisfactory to the Bank and a certified copy of such power purchase agreement has been received by the Bank;
- (l) transmission service agreements relating to the anchor power purchase agreement referred to in paragraph (j) above have been entered into by RTC in a form and substance satisfactory to the Bank;
- (m) RTC has been duly incorporated in accordance with the Treaty and all corporate documents (including but not limited to the articles of association and shareholders' agreement) are in full force and effect to the Bank's satisfaction;

