

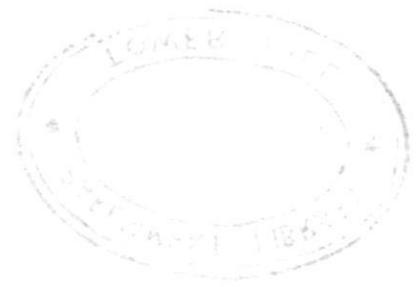


البنك الإسلامي

Agreement إنفاقية Accord

المؤسسة الدولية الإسلامية لتمويل التجارة
International Islamic Trade Finance Corporation
Société Internationale Islamique de Financement du Commerce

AG-R
333



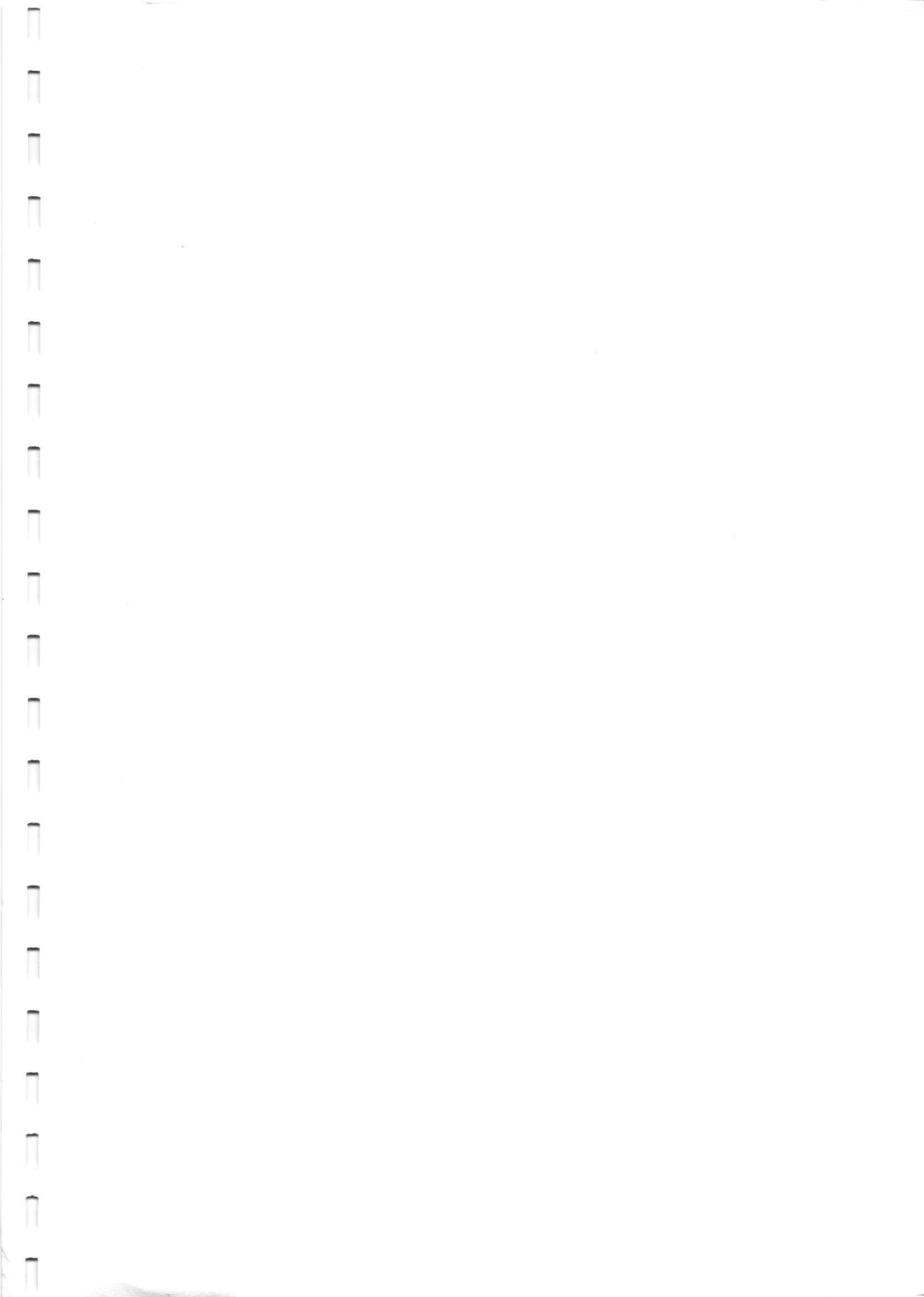
ITFC/1436/TF1/SL/0002

Murabaha Financing

Between: The Republic of Sierra Leone
And
International Islamic Trade Finance Corporation

Regarding: Purchase of Petroleum Products

Amount: USD10.0 Million



MURABAHA AGREEMENT

BETWEEN

REPUBLIC OF SIERRA LEONE

AND

INTERNATIONAL ISLAMIC TRADE FINANCE CORPORATION

REGARDING THE PURCHASE OF PETROLEUM PRODUCTS



Contents

SECTION-1	DEFINITIONS	3
SECTION-2	UTILISATION OF THE APPROVED AMOUNT.....	11
SECTION-3	PROCUREMENT OF THE GOODS.....	11
SECTION-4	INSURANCE.....	12
SECTION-5	DELIVERY	13
SECTION-6	PAYMENT OF THE PURCHASE PRICE BY ITFC.....	13
SECTION-7	PROMISE BY THE COMPANY TO PURCHASE THE GOODS FROM ITFC	15
SECTION-8	SALE PRICE PAYABLE TO ITFC	15
SECTION-9	SALE OF THE GOODS TO THE COMPANY WITHOUT RESPONSIBILITY OF ITFC FOR DEFECTS	16
SECTION-10	DENOMINATION OF THE SALE PRICE.....	16
SECTION-11	PAYMENT OF THE SALE PRICE	16
SECTION-12	MANNER OF PAYMENT OF THE SALE PRICE	17
SECTION-13	DELAY IN THE EXERCISE OF RIGHTS	17
SECTION-14	CANCELLATION AND SUSPENSION OF WHOLE OR PART OF THE APPROVED AMOUNT	17
SECTION-15	REPRESENTATION, WARRANTIES AND COVENANT.....	18
SECTION-16	EVENTS OF DEFAULT	19
SECTION-17	INDEMNITY	20
SECTION-18	EFFECTIVENESS	22
SECTION-19	GOVERNING LAW-SETTLEMENT OF DISPUTES	22
SECTION-20	NOTICES- REQUESTS	23
SECTION-21	ENTIRE AGREEMENT	23
SECTION-22	PROVISIONS SEVERABLE	24
SECTION-23	SET-OFF	24
SECTION-24	CURRENCY AND CURRENCY INDEMNITY	24
SECTION-25	COSTS AND EXPENSES	24
SECTION-26	PAYMENT IN GROSS	25
SECTION-27	PAYMENTS WITHOUT DEDUCTION.....	25
SECTION-28	MISCELLANEOUS	25
Execution Page	26
Appendix-I	FORM OF OFFER FROM THE RECIPIENT.....	27
Appendix-II	FORM OF ACCEPTANCE BY ITFC	28
Appendix-III	FORM OF LEGAL OPINION TO BE ISSUED BY THE AUTHORIZED LEGAL COUNSEL OF THE RECIPIENT	29
Appendix-IV	CURRENCY REPARTIATION UNDERTAKING	30

MURABAHA AGREEMENT

This Agreement is made on ___/___/1437H corresponding to ___/___/2016G,

Between

Republic of Sierra Leone (hereinafter referred to as the “**Recipient**”)

And

International Islamic Trade Finance Corporation (hereinafter referred to as “**ITFC**”).

The Recipient and ITFC are hereinafter referred to individually as “**Party**” and collectively as “**Parties**”.

Whereas,

- A. The Recipient has requested ITFC to purchase quantity of Petroleum Products (hereinafter referred to as the “**Goods**”) and to sell the same at a profit to the Recipient;
- B. ITFC has on 05/06/1436H (25/03/2015G) approved the purchase of the Goods in an amount not exceeding US\$10,000,000.00 (United States Dollars Ten Million) (hereinafter refer to as the “**Approved Amount**”), and the sale thereof to the Recipient;
- C. ITFC intends to make the Approved Amount available to the Recipient on the basis of the terms and conditions set out hereunder;
- D. The terms and conditions of ITFC financing are set out in the Term Sheet, which is incorporated by reference and constitute part of this Agreement; and
- E. ITFC has agreed, subject to the terms and conditions of this Agreement, to authorize the Recipient, as an agent of and for and on behalf of ITFC and to the extent of the Approved Amount, to negotiate with the Supplier (hereinafter defined) and to conclude a contract/contracts for the purchase of the Goods (hereinafter referred to as the “**Purchase Contract**”);

Now it is hereby agreed as follows:

SECTION-1 DEFINITIONS

1.01 Except where the context otherwise requires, each of the following terms shall have the meaning assigned to it hereunder wherever used in this Agreement:

“ AAOIFI ”	the Accounting and Auditing Organization for Islamic Financial Institutions headquartered in Bahrain.
“ Authorization ”	any authorisation, consent, approval, resolution, licence, permit, exemption, filing, notarisation or registration necessary in connection with the Operation pursuant to any Applicable Law.
“ Applicable Law ”	any law, regulation, rule, executive order, decree, code of practice, circular, guideline note or injunction of, or made by any Competent Authority, which is binding and

	enforceable on or against the Recipient or the subject matter of the Agreement or the Operation.
"Approved Amount"	the amount approved by ITFC for financing the purchase of the Goods under this Agreement.
"As is"	ITFC is offering the Goods in their whatever present, existing condition to the Recipient and that the Recipient is taking all the risks of the Goods (including quality, hidden defects) with no implied or express warranties from ITFC.
"Business Day"	a day on which banks are generally open in London, New York and Jeddah for the business of the nature required by this Agreement.
"Competent Authority"	a government, supranational, local government, statutory or regulatory body or any subdivision thereof and any ministerial or governmental, quasi-governmental, or other regulatory department, body, instrumentality, agency or official court or tribunal having jurisdiction over the Recipient and/or the Recipient, the Operation or the subject matter of the Agreement.
"Disbursement"	actual payment of any part of the Approved Amount by ITFC.
"Disbursement Date"	the date on which payment of the Purchase Price is made.
"Documentary Collection"	shall have the meaning given to it in the URC.
"Documentary Letter of Credit"	shall have the meaning given to it in the UCP.
"Effective Date"	the date on which this Agreement shall enter into effect as provided in Section 18 hereof.
"Event of Default"	any of the events listed in Section 16 hereof.
"Executing Agency"	Electricity Generation & Transmission Company (EGTC).
"Force Majeure"	any act, event or circumstance that: <ul style="list-style-type: none"> (a) including, without limitation, an act of God, hostilities or war (whether or not war has been declared), terrorist acts, acts of any civil or military authority, governmental or regulatory direction or restriction or suspension or withdrawal of licences or consents, disaster, fire, flood, extreme weather conditions, epidemic, explosion, release of ionising radiation or contamination by radioactivity, the order of any court or governmental or regulatory authority, delay in transportation or communications, unavailability of feedstock, breakage of or accidental damage to equipment, riot, civil commotion, public demonstration, structural shift or subsidence, that materially affects the ability

of each Party to perform its obligations under this Agreement; the cause of which is beyond the reasonable control of the relevant person whose performance is affected; or

- (b) serves as the basis for a force majeure claim under this Agreement.

“Goods”

Petroleum Products

“Late Payment Charge”

an amount payable by the Recipient to ITFC in accordance with Section 11.4 for failure of the Recipient to make a payment when due and payable to ITFC.

“Market Disruption Event”

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 Agreement (or otherwise in order for the transactions contemplated by this Agreement to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; 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 a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under this Agreement; or
 - (ii) from communicating with other Parties in accordance with the terms of this Agreement,
- (c) an adverse change in the international money, banking and/or capital markets which would have adverse impact on the domestic money, banking and/or capital markets;

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“Material Adverse Event”

in relation to any event or circumstance in whatsoever nature, the occurrence of effect of which would, in the opinion of ITFC:

- (a) constitute a Force Majeure;
- (b) affect the Recipient and/or the Recipient’s assets and properties;
- (c) affect the Recipient's and/or the Recipient’s business prospects or financial conditions;

11

12

- (d) affect the implementation of the Operation, the financial plan or the carrying on of the Recipient's and/or the Recipient's business or operation; or
- (e) impair the ability of the Recipient to perform or comply with its obligations under this Agreement or any related document;
- (f) affect the enforceability of this Agreement or any related document;
- (g) cause the suspension, cancellation, revocation or termination of this Agreement or any related document; or
- (h) impact the financial condition, business or operations of the Recipient;
- (i) impact the socio-political, financial and/or economic conditions of the Republic of Sierra Leone, which would have adverse impact on the domestic money, banking and/or capital markets.

and may do so:

- (j) in a manner or to an extent materially prejudicial to the rights and/or remedies of ITFC under this Agreement or any related agreement; or
- (k) in a manner or to an extent which, is likely materially and adversely to affect the Recipient's ability to comply with any of its payment obligations under any agreement to which it is a party or to the Recipient's ability to complete the Operation as a whole;

and references herein to an event or circumstance which "has" or which "would have" a material adverse affect shall be construed accordingly.

"Member Country"

a country, which is a member of the Organization of Islamic Cooperation (OIC)

"Non-Member Country"

a country which is not a member of OIC.

"Operation"

Transaction(s) to be carried out pursuant to this Agreement for an aggregate sum that shall not exceed the Approved Amount.

"Other Sanctionable Practices"

any illegal Drug Trade, Illicit origin, Organised Criminal Activities, Money Laundering, Corruption, passive bribery committed intentionally, and Terrorism Funding:

- (a) **Illegal Drug Trade:** means, leading or putting together a group whose aim is the production, manufacture, import, export, transport, holding, sale, distribution, purchase and/or illegal use of

drugs as well as the illegal sale of drugs to a person for own consumption as set out in the Laws of the Republic of Sierra Leone;

- (b) **Illicit origin:** means, when related to funds, equity or financial interest, any funds which are related to the Illegal Drug Trade, Corruption, Organized Criminal Activities and/or Terrorism Funding as they are defined in this Agreement, in each case with regard to Applicable Laws in the Republic of Sierra Leone;
- (c) **Organised Criminal Activities:** any group established with the aim of committing one or several infractions following the Laws of the Republic of Sierra Leone;
- (d) **Money Laundering:** means,
 - (i) the conversion or transfer of property, knowing it is derived from a criminal offence, for the purpose of concealing or disguising its illegal origin or of assisting any person who is involved in the commission of the crime to evade the legal consequences of its actions;
 - (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of, property knowing that it is derived from a criminal offence; or
 - (iii) the acquisition, possession or use of property knowing at the time of its receipt that it is derived from a criminal offence.
- (e) **Corruption:** means,
 - (i) active bribery committed intentionally, including the promising, offering or giving by any person, directly or indirectly, of any undue advantage to any of its public officials, for himself or herself or for anyone else, for him or her to act or refrain from acting in the exercise of his or her functions; and
 - (ii) passive bribery committed intentionally, including the request or receipt by any of its public officials, directly or indirectly, of any undue advantage, for himself or herself or for anyone else, or the acceptance of an offer or a promise of such an advantage, to

act or refrain from acting in the exercise of his or her functions.

- (f) **Terrorism Funding:** means, funding a terrorist enterprise, individual or action group, by providing or collecting funds, or goods, or by giving advice to this end, in order to see funds or goods, or knowing that they are designed to be, used, totally or partly, to commit a terrorism act, regardless of the incidence of such an act.

“Potential Event of Default” any event or circumstance which would be an Event of Default (with the expiry of a grace period, the giving of notice, the making of any determination under this Agreement or any combination of the foregoing).

“Purchase Contract” the contract concluded by the Recipient or its representative or the Executing Agency with the Supplier on behalf of ITFC; the terms and conditions of which have been approved by ITFC prior to its conclusion.

“Purchase Price” the price paid, or payable, by ITFC to a Supplier for each shipment of the Goods inclusive of any Taxes, insurance premium, banking or other fees borne by ITFC in connection with the shipment of the Goods to the Recipient.

“Procurement Procedures of ITFC” the Guidelines for Procurement of Goods and Services under the Islamic Development Bank’s financing as amended from time to time.

“Sale Contract”: the contract to be concluded between ITFC and the Recipient, in the manner indicated in Section 8 hereof, for sale of the Goods to the Recipient.

“Sale Price” the price at which ITFC sells the Goods to the Recipient, as determined in accordance with Section 8 hereof.

“Sanctionable Practices” any of Corrupt practice, Coercive practice, Collusive practice, Fraudulent practice or Obstructive practice.

- (a) **Corrupt Practice:** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- (b) **Coercive Practice:** means any act or omission impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

- (c) **Collusive Practice:** means an arrangement between two or more parties designed to achieve



AD.

an improper purpose, including influencing improperly the actions of another party.

- (d) **Fraudulent Practice:** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (e) **Obstructive Practice:** means,
 - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede ITFC investigation into allegations of a Corrupt, Fraudulent, Coercive or Collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (ii) acts intended to materially impede the exercise of ITFC's access to contractually required information in connection with ITFC's investigation into allegations of a Corrupt, Fraudulent, Coercive or Collusive practice.

"Supplier"	the person or entity from which the Goods are purchased by the Recipient on behalf of ITFC under this Agreement.
"Tax"	includes imposts, levies, fees and duties of any nature, whether in effect on the Effective Date of this Agreement, or thereafter imposed.
"Term Sheet"	terms and conditions communicated to the Recipient on 26/03/2015G and duly accepted signed by the Recipient on 05/06/2015G.
"Transaction"	purchase of a quantity of the Goods by the Recipient, on behalf of ITFC, in a single shipment and sale of the same by ITFC to the Recipient in accordance with this Agreement.
"UCP"	the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 and its revision thereof.
"URC"	the Uniform Rules for Collections, 1995 Revision, International Chamber of Commerce Publication No. 522 and any subsequent revisions thereof.
"United States Dollars or US Dollars or USS or USD"	the lawful currency of the United States of America.

1.02 Headings used are for ease of reference only.

1.03 Unless the context does not so admit, the singular includes the plural and *vice versa*.

1.04 Interpretation:

- (a) the "Party" shall be construed so as to include its and any subsequent successors and permitted transferees in accordance with the interest of ITFC;
- (b) an "appendix" shall, subject to any contrary indication, be construed as a reference to an appendix of the agreement or document in which such reference appears;
- (c) "assets" includes properties (movable and immovable), revenues and rights of every description;
- (d) "continuing", in relation to an Event of Default, shall be construed as a reference to an Event of Default which has not been waived or remedied in accordance with the terms hereof;
- (e) "including" shall be construed as a reference to "including, without limitation,";
- (f) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (g) a "law" shall be construed as any law (including common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of any relevant government, supranational, local government, statutory or regulatory body or court;
- (h) a "month" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next succeeding calendar month save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the next succeeding Business Day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the immediately preceding Business Day, provided that, if a period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month (and references to "months" shall be construed accordingly);
- (i) this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented;
- (j) "Section", "paragraph" or "Appendix" shall, unless a contrary indication appears, be construed as one in or to this Agreement, and any headings to any Section, paragraph or Appendix shall be for ease of reference only.
- (k) "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (l) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental,

intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (m) unless the context does not so admit, the singular includes the plural and *vice versa*;
- (n) a time of day is a reference to GMT time;

SECTION-2 UTILISATION OF THE APPROVED AMOUNT

- 2.01 ITFC shall, upon effectiveness of this Agreement in accordance with Section 18, make the Approved Amount available to the Recipient.
- 2.02 The availability of the Approved Amount is subject to, in the absolute opinion of ITFC, the following events:
 - (a) there being no Market Disruption Event;
 - (b) there being no Material Adverse Event;
 - (c) there being no Event of Default.
- 2.03 The Recipient shall pay to ITFC administrative fees amounting to US\$20,000.00 (United States Dollars Twenty Thousand only) as a condition of effectiveness, prior to utilization of the Approved Amount.
- 2.04 All actual costs and expenses relating to this Agreement including the reasonable legal fees, agent bank fees and taxes of whatsoever nature levied, will be to the account of the Recipient.
- 2.05 Without prejudice to Section 2.01, ITFC may by sending written notice to the Recipient, effective immediately on the date of sending, suspend all or some of Disbursements not yet made by ITFC pursuant to Section 6 upon the occurrence of any of the events mentioned in Section 2.02. Any such suspension will continue until notification in writing from ITFC to the Recipient of the end of this suspension or until ITFC cancels the relevant Disbursements which are subject to such suspension pursuant to Section 2.06.
- 2.06 Without prejudice to Section 2.05 or Section 6, ITFC may, by sending written notice to the Recipient, effective immediately on the date of sending, cancel all or some of the Disbursements not yet made by ITFC upon the occurrence of any of the events mentioned in Section 2.02.
- 2.07 The Recipient has appointed the Executing Agency to act on its behalf for, inter alia, the procurement of Goods under this Agreement. Notwithstanding this appointment, the Recipient shall be responsible for all actions and omission of the Executing Agency.

SECTION-3 PROCUREMENT OF THE GOODS

- 3.01 ITFC appoints the Recipient as its agent and the Recipient accepts the appointment, to negotiate with the Supplier and to conclude contracts for the purchase of Goods to the extent of the Approved Amount.
- 3.02 It is agreed between the parties hereto that the Recipient is authorized to purchase the Goods for and on behalf of ITFC from Member Countries and Non Member Countries.
- 3.03 The Recipient undertakes to ensure that the Supplier is not in the lists of United Nations or the Organization of the Islamic Cooperation concerning any restrictive measure, embargo or sanction.

- 3.04 The Recipient covenants that, when acting as agent, it shall act as an undisclosed agent of ITFC and it shall not disclose that it is acting as an agent of ITFC to any third party. The Recipient acknowledges and accepts such undisclosed agency arrangement and covenants not to do, or omit to be done, anything which could result in this undisclosed agency arrangement being breached.
- 3.05 The Recipient shall submit through the most expeditious mode of communication the terms and conditions of the draft Purchase Contract and/or the draft Purchase Contract, as the case may be, for the approval of ITFC before it concludes it. Any reference to the Purchase Contract shall be taken as a reference to such contract after the approval of its terms and conditions by ITFC and its conclusion by the Recipient on ITFC's behalf. Once approved by ITFC, no material amendment to or waiver or cancellation of the Purchase Contract shall be made or agreed by the Recipient without the prior written consent of ITFC.
- 3.06 The Recipient shall ensure that the purchase of the Goods and the signature of the Purchase Contract will be done without the assistance or intervention whether direct or indirect of any middleman or a commission agent or a similar person or party.
- 3.07 In acting as an agent of ITFC, the Recipient shall endeavor to act as if acting for its own account and shall take all necessary measures to protect ITFC's rights and interests and will not do or omit to do anything which will be inconsistent with its obligations and responsibilities under the Agreement.
- 3.08 The Recipient undertakes to select the Goods and to exercise as much care in satisfying itself as to matters of quality and quantity of the Goods and title thereto and of performance by the Supplier as if it were purchasing the Goods for its own account directly from the Supplier.
- 3.09 The Recipient shall be fully and solely responsible for the quality, condition, selection and specifications of the Goods and for deciding the need for, and the extent and the manner of, the Transaction and storage thereof.
- 3.10 The Recipient shall ensure that all necessary permits, exchange control approvals, import licenses and all other consents required in connection with the import of the Goods are obtained.
- 3.11 The Recipient shall, on behalf of ITFC, do all things and observe and perform all obligations falling to be done or observed under the Purchase Contract as if the Goods are purchased by ITFC directly from the Supplier.
- 3.12 The Recipient or the Executing Agency shall not engage itself or through any person acting on its behalf, in any Sanctionable Practices or Other Sanctionable Practices in connection with its business and operations, including the procurement or the execution of any contract relating to the Operation.

SECTION-4 INSURANCE

- 4.01 The Recipient shall insure, or procure insurance of, the Goods at all times, including marine transit until title to the Goods and all risks pass to the Recipient under the Sale Contract, with reputable insurers and in an amount acceptable to ITFC, against such risks as are normally insured by persons transporting goods in the same manner and of the same kind as the Goods including, without limitation, all environmental pollution risks. The Recipient shall ensure that a term of such insurance will be that the insurance proceeds shall be payable to ITFC in a freely convertible currency. The Recipient shall comply with the

terms and conditions of the insurance and shall not perform or omit, consent or permit any act or omission, which might invalidate or render unenforceable the whole or any part of such insurance.

- 4.02 Where the draft Purchase Contract does not provide for the insurance of the Goods by the Supplier in the manner specified in Section 4.01 hereof, the Recipient shall, at the time of submitting the terms and conditions of the draft Purchase Contract for the approval of ITFC in accordance with Section 3.05, advise ITFC of the arrangements it has made, or will make, to insure the Goods in the aforesaid manner in order to obtain ITFC's approval for the same. In this case the insurance cost shall be paid by ITFC and added to the Purchase Price.
- 4.03 The Recipient shall provide ITFC with a copy of the insurance policy entered into by the Supplier in relation to the Goods subject to Section 4.01 or a conformed copy of any insurance contract or agreement concluded directly or indirectly by the Recipient in the manner specified in Section 4.02.

SECTION-5 DELIVERY

The Recipient shall ensure that the Purchase Contract provides for the delivery of the Goods directly to the Recipient or to its order, and the Recipient shall be responsible for checking the quality, quantity, specifications and all other matters relating thereto.

SECTION-6 PAYMENT OF THE PURCHASE PRICE BY ITFC

- 6.01 Unless ITFC otherwise agreed in writing, payment of the Purchase Price of all Goods shall be made either by;
- (a) Sight Letter of Credit (L/C);
 - (b) Usance Letter of Credit (Usance period not exceeding 4 (four) months);
 - (c) Documentary Collection; or
 - (d) Direct Payment.
- 6.02 The minimum amount for each Disbursement shall be US\$500,000 (United States Dollars Five Hundred Thousand). However, a maximum number of Disbursements shall not exceed five (5) Disbursements with a minimum amount of US\$ 100,000 (United States Dollars One Hundred Thousand).
- 6.03 Subject to Sections 6.01 and 6.02, promptly after securing ITFC's approval, if payment of the Purchase Price is being made by Documentary Letter of Credit, the Recipient shall open a Letter of Credit in favour of the Supplier in accordance with the terms mentioned in Section 6.4, and arrange with the issuing bank to send a copy of the full text of the Letter of Credit to ITFC by an authenticated message. Upon receipt of the authenticated message, ITFC shall check the terms of the Letter of Credit against the terms of this Agreement.
- 6.04 Subject to Section 6.01 and 6.02, and where payment of the Purchase Price is to be effected by a Documentary Letter of Credit, the Recipient shall, on behalf of ITFC, open a Documentary Letter of Credit in the manner required by the Purchase Contract in favour of the Supplier. Each and every Documentary Letter of Credit established under this Agreement shall contain, *inter alia*, the following particulars:
- (a) The number of the Documentary Letter of Credit;
 - (b) The name of the issuing bank;
 - (c) The name of the applicant for the Credit;

- (d) The name of the Recipient of the Credit;
 - (e) Description and quantity of the Goods;
 - (f) Origin of the Goods;
 - (g) The amount;
 - (h) Insurance cover;
 - (i) The expiry date;
 - (j) The latest shipment date;
 - (k) The name of the paying bank or the negotiating bank;
 - (l) That the Credit will be available by sight/deferred payment; and
 - (m) That the Letter of Credit is subject to the UCP.
- 6.05 Negotiation of documents prior to receipt of ITFC's Irrevocable Commitment to Reimburse is not allowed and the negotiating bank should inform ITFC 3 (three) working days prior to the value date of the Purchase Price.
- 6.06 The Recipient shall instruct its bankers to communicate to ITFC, by tested telex or authenticated SWIFT message, the full text of the Documentary Letter of Credit. Provided that the terms and conditions of the Letter of Credit are in conformity with this Agreement and acceptable to ITFC, ITFC will, on receipt of the said telex or message, issue an Irrevocable Commitment to Reimburse.
- 6.07 Reimbursement will be made by a correspondent bank of ITFC against a receipt by such correspondent bank of a certificate from the Supplier's bank that all the relevant terms of such Documentary Letter of Credit have been fully and properly complied with.
- 6.08 Amendments of any Documentary Letter of Credit relating to the matters specified in Section 6.04 hereof shall be subject to the approval of ITFC. Any other amendment could be made by agreement of the parties to the Letter of Credit without reverting to ITFC. However, the Recipient shall promptly notify ITFC of any amendment.
- 6.09 ITFC will not be obliged to issue an Irrevocable Commitment to Reimburse under any Documentary Letter of Credit opened pursuant to this Section or make any Disbursement unless effectiveness conditions set out in Section 18 hereunder have been fulfilled.
- 6.10 If payment of the Purchase Price is required to be made by direct payment to the Supplier, the Recipient shall, when making a Disbursement request, provide ITFC with a statement acknowledging the receipt of the Goods in good conditions accompanied with copies of the following documents:
- (a) Invoice of Suppliers;
 - (b) Delivery order/Certificate of receipt duly signed by the authorized officer(s); and
 - (c) Certificate of origin, if applicable.
- 6.11 The first Letter of Credit hereunder shall be opened, or request for the first Disbursement pursuant to Section 6.10 shall be made, within two (2) months from the Effective Date of this Agreement. If the Recipient fails to open the first Letter of Credit or request the first Disbursement within the period specified herein, and ITFC is not satisfied with the justification for such failure, ITFC may, by notice to the Recipient, terminate this Agreement.
- 6.12 Where the Purchase Price is required to be made through Documentary Collection, the Company shall arrange with its bankers to send to ITFC a tested telex confirming that it has received the following information and documents and that they are in all respects in order and in accordance with the Purchase Contract and this Agreement:

SECTION-9 SALE OF THE GOODS TO THE COMPANY WITHOUT RESPONSIBILITY OF ITFC FOR DEFECTS

As the Recipient will select the Goods relying solely on its own skill and judgment, it is expressly agreed between ITFC and the Recipient that the Recipient shall purchase the Goods from ITFC "As - Is" on delivery without responsibility on the part of ITFC for any defect therein whether in relation to quality or otherwise. When the Recipient takes delivery of the Goods and the Sale Contract is concluded in accordance with Section 7, the Recipient shall acknowledge that it would examine the Goods and that it would satisfy itself as to their quality quantity, and all other relevant specifications. However, if any defect appears in the Goods, ITFC undertakes to assign to the Recipient, or to its nominee, the rights and warranties to which ITFC may be entitled under the Purchase Contract, together with any other rights and warranties which may be implied by law or custom in favour of a purchaser.

SECTION-10 DENOMINATION OF THE SALE PRICE

Each Sale Price shall be denominated and payable in United States Dollars.

SECTION-11 PAYMENT OF THE SALE PRICE

- 11.01 The Sale Price payable by the Recipient to ITFC with respect to each Operation shall consist of the Purchase Price and a fixed mark-up of 5.50% (Five point Five Zero percent) per annum.
- 11.02 The Sale Price shall be repaid within a period up to 12 (twelve) months from the date of each disbursement.
- 11.03 If any payment becomes due on a day on which banks are not officially open for business in the place where payment is to be effected by the Recipient to ITFC hereunder, such payment shall be made on the next following day in the same calendar month (if there is one) on which such banks are open for business or the preceding day on which such banks are open for business (if there is not).
- 11.04 If the Recipient shall fail to pay any Sale Price, or any part thereof, on the due date, the Recipient shall,
- (i) in accordance with the Principles of Islamic Shariah, compensate ITFC for any loss, damage, reasonable actual costs and expenses (including, but not limited to, any legal, or collecting agent's costs and expenses) incurred by ITFC as a result of delay in payment to ITFC.
 - (ii) pay ITFC a late payment charge in respect of the overdue amount, the late payment charge shall be calculated and applied as a sum determined by ITFC after applying the formula indicated below:

$$\frac{A \times B \times C}{360}$$

Where: "A" means the amount of such unpaid amount;
"B" means 5.50% per annum; and
"C" means the number of days from and including such due date to (and including) the date of actual payment (whether before or after judgment).

ITFC shall, after the deduction of all actual costs and expenses incurred, pay any amount received pursuant to this Section to the **ITFC Waqf Fund Account** as follows:

- (a) The Documentary Collection date and reference number and that it is subject to the URC (Latest Revision).
 - (b) The drawer and the drawee of the bill of exchange.
 - (c) Goods description and quantity.
 - (d) Origin of the Goods.
 - (e) Insurance cover.
 - (f) Collection amount.
 - (g) Details of shipment (date & Vessel name).
 - (h) Payment terms – D/P (Documents against Payment) or D/A (Documents against Acceptance).
 - (i) Delivery order from the Vessel's Agency.
- 6.13 It is agreed by the Parties that the whole of the Approved Amount shall be disbursed within a period of 8 (eight) months from the date of first Disbursement. Unless ITFC otherwise agrees, such part of the Approved Amount as may remain un-disbursed after the expiry of the period specified herein will be considered cancelled.

SECTION-7 PROMISE BY THE COMPANY TO PURCHASE THE GOODS FROM ITFC

- 7.01 The Recipient undertakes to purchase the Goods from ITFC immediately upon taking delivery thereof (as provided in Section 5) on behalf of ITFC on the Disbursement Date and on the terms specified in Section 7.02 to Section 20 of this Agreement.
- 7.02 The Sale Contract shall be concluded by an exchange of tested telexes or fax messages as soon as the Goods are delivered as provided in Section 5. The said exchange will consist of an offer from the Recipient in the form provided in Appendix-I, and an acceptance from ITFC in the form provided in Appendix-II.
- 7.03 If the Recipient fails to communicate with ITFC for the finalization of the conclusion of the Sale Contract after the Recipient has bought and taken delivery of the Goods on behalf of ITFC, the Recipient shall be liable to ITFC for any and all damages, costs, expenses and losses suffered by ITFC as a result of the breach of the Recipient's undertaking to conclude the Sale Contract in the manner indicated herein.
- 7.04 Upon conclusion of the Sale Contract, ITFC shall be deemed to have fulfilled its obligation to deliver the Goods to the Recipient in accordance with the Sale Contract.

SECTION-8 SALE PRICE PAYABLE TO ITFC

- 8.01 Each Sale Price payable by the Recipient to ITFC hereunder shall consist of the corresponding Purchase Price (plus any expenses or charges paid by ITFC in relation to the shipment including bank charges and insurance) and a mark-up rate of 5.50% (Five point Five Zero percent) per annum at the value dates of each Disbursement. The Sale Price shall be determined two Business Days prior to the Disbursement Date of the corresponding Purchase Price and shall be communicated to the Recipient on the date of such determination.
- 8.02 The mark-up amount will be computed from the Disbursement Date (inclusive) until due date of the Sale Price (exclusive).

Account Name: ITFC Waqf Fund Account
A/c. No: 241150120215
Bank Name: Arab Banking Corporation (B.S.C.), Bahrain
SWIFT Code: ABCOBHBMXXX
IBAN: BH58ABCOUS241150120215

SECTION-12 MANNER OF PAYMENT OF THE SALE PRICE

12.01 The Recipient shall pay each Sale Price to ITFC by telex or cable transfer to such bank account as ITFC shall specify to the Recipient, or in such other manner as ITFC may direct from time to time.

12.02 Without prejudice to the generality of Section 12.01 hereof, all payments due hereunder shall be deemed to be duly paid when the following bank confirms to ITFC the receipt of such payment in ITFC's account with it:

Account Name: IDB-ITFC Operations
Account No.: GB66SINT60928000159153
Bank Name: Gulf International Bank (UK) Limited
One Knightsbridge, London SW1X 7XS
United Kingdom
Swift Code: SINTGB2L

12.03 All charges and expenses in connection with any payment by the Recipient to ITFC hereunder shall be paid by the Recipient.

12.04 All payments by the Recipient to ITFC hereunder shall be made without any set-off or counterclaim, free, and clear of any Tax, charges, deductions or withholdings of whatever nature.

SECTION-13 DELAY IN THE EXERCISE OF RIGHTS

No failure, delay, forbearance or indulgence on the part of ITFC, in exercising any right hereunder, shall operate as a waiver of, or impair, any such right unless given in writing. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right or deemed a waiver of any other right hereunder.

SECTION-14 CANCELLATION AND SUSPENSION OF WHOLE OR PART OF THE APPROVED AMOUNT

Unless a commitment has been made with a third party by, or on behalf of, ITFC:

14.01 The Recipient may request ITFC to cancel the Approved Amount or any part thereof subject to notice of 15 (fifteen) days prior to the date of such cancellation and to the right for ITFC to be indemnified against actual damage and loss resulting from such cancellation.

14.02 ITFC may, by sending written notice to the Recipient, effective immediately on the date of sending either:

- (a) suspend the authority of the Recipient to purchase the Goods on behalf of ITFC;
- (b) suspend all or any undisbursed part of the Approved Amount. Any such suspension will continue until notification in writing from ITFC to the Recipient of the end of the suspension or until ITFC cancels all or any undisbursed part of the Approved Amount which are subject to such suspension; or
- (c) cancel all or any undisbursed part of the Approved Amount.

Upon the occurrence of any of the following cases:

- (i) Effective Date has not been achieved within 2 (two) months of the date of this Agreement;
- (ii) The Approved Amount has not been disbursed in full within 8 (eight) months from the first Disbursement date;
- (iii) An Event of Default has occurred;
- (iv) A Material Adverse Event has occurred;
- (v) A Market Disruption Event has occurred.

Payment of the Purchase Price by ITFC 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 before the expiry of the time limit indicated in Section 6.11 or until ITFC shall have notified the Recipient that the undertaking of ITFC to pay the Purchase Price has been restored, whichever is earlier, provided, however, that in the case of any such notice of restoration, the undertaking to pay the Purchase Price 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 ITFC in respect of any other or subsequent event described in this Section.

14.03 If,

- (a) the undertaking to pay the Purchase Price shall have been suspended with respect to any part of the Approved Amount for a continuous period of 30 (thirty) days or
- (b) at any time ITFC determines, after consultation with the Recipient, that any part of the Approved Amount will not be required to finance the Operation,

ITFC may give notice to the Recipient terminating the undertaking by ITFC to disburse such part. That part of the Approved Amount shall be considered cancelled upon delivery of such notice.

14.04 The Recipient shall have no authority to make any commitment on behalf of ITFC subject to, and in accordance with, this Agreement after the date indicated in Section 14.03 hereof.

14.05 Cancellation of the Approved Amount or any part thereof under Section 14 hereof shall not affect any commitment made, obligations incurred or rights accrued validly and in accordance with the terms and conditions of this Agreement prior to the date of cancellation.

SECTION-15 REPRESENTATION, WARRANTIES AND COVENANT

15.01 The Recipient represents and warrants that:

- (a) all governmental authorizations and actions of any kind necessary to authorize or required for the validity or enforceability of the obligations contemplated under this Agreement against the Recipient have been obtained or performed and are valid and subsisting in full force and effect.
- (b) under the laws of the Republic of Sierra Leone in force at the date of this Agreement, the claims of ITFC against the Recipient under this Agreement will rank at least pari passu with the claims of all other unsecured creditors for any indebtedness of the Recipient;

- (c) the concerned entity, department, or unit charged with servicing external debt has been instructed to make payment of the Sale Price installments on due dates;
- (d) the Recipient shall not engage, and shall ensure that the Executing Agency does not engage, through any person acting on their behalf, in any Sanctionable Practices or Other Sanctionable Practices in connection with their business and operations, including the procurement or the execution of any contract relating to this Operation;
- (e) there is no pending litigation, which may constitute a Material Adverse Event;
- (f) there is no actual or threatened circumstances which shall constitute an Even of default or potential Event of default; and
- (g) the Recipient shall not claim a right to immunity.

15.02 Each representation and warranty is deemed to be repeated by the Recipient on the date of each Disbursement. It is deemed to be made by reference to the circumstances existing at the time of the representation or warranty.

SECTION-16 EVENTS OF DEFAULT

16.01 If any of the events specified in this Section (Events of Default) shall have happened and be continuing, ITFC may, by notice to the Recipient, declare all the outstanding Sale Price(s) due, and the same shall immediately be, due and payable (anything in this Agreement notwithstanding) without any further notice:

- (a) any default by the Recipient shall have occurred in the payment of any amount due hereunder, or otherwise, to ITFC, and such default shall have continued for a period of 15 (fifteen) days.
- (b) any default other than the default specified in (a) above shall have occurred in the performance of any obligation of the Recipient and any such default shall have continued for a period of 30 (thirty) days.
- (c) any representation or warranty confirmed or made by the Recipient in connection with the execution and delivery of this Agreement, any document provided hereunder or in connection with any request for Disbursement hereunder, shall be found to have been incorrect in any material respect and shall continue to be incorrect for a period of 30 (thirty) days after notice thereof shall have been given by ITFC to the Recipient.
- (d) the Recipient shall have declared a moratorium upon its indebtedness or any suspension in its payment obligations to any third party.
- (e) any provision of this Agreement becomes invalid or unenforceable.
- (f) any event or circumstance shall have occurred, which ITFC believes might have a Material Adverse Event on the ability of the Recipient to perform or comply with its obligations hereunder.
- (g) The Recipient or any person acting on its behalf engage in Sanctionable Practices or other Sanctionable Practices in connection with its business and operations, including the procurement or the execution of any contract relating to the Operation.
- (h) A Material Adverse Event has occurred.

- 16.02 If any Event of Default or any Potential Event of Default shall have happened, the Recipient shall immediately give ITFC notice thereof by telex or facsimile, specifying the nature of such Event of Default or Potential Event of Default and any steps the Recipient is taking to remedy the same.
- 16.03 No course of dealing, and no delay in exercising, or omission to exercise, any right, power or remedy accruing to ITFC upon any Default hereunder or any other agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence therein; nor shall the action of ITFC in respect of any such Default, or any acquiescence by it therein, affect or impair any right, power or remedy of ITFC in respect of any other default.

SECTION-17 INDEMNITY

- 17.01 (A) The Recipient hereby undertakes to indemnify ITFC (hereinafter referred to as "Indemnitee"), on a net after-tax basis (at the applicable local and foreign income tax rates) against, and agrees to protect, save and keep harmless, the Indemnitee from any, and all obligations, fees, liabilities, losses, damages, penalties, demands, actions, judgments and expenses, including reasonable legal fees and expenses (including such legal fees and expenses incurred in connection with the enforcement of this Agreement), of every kind and nature whatsoever imposed on, incurred by, or asserted against an Indemnitee arising out of:
- (a) The Recipient's ownership, possession, use, documentation, removal, return, or other applications or dispositions of the Goods, as may arise from:
 - (i) any loss or damage to any property or death or injury to any person;
 - (ii) latent defects in the Goods;
 - (iii) any claims based on strict liability in tort or otherwise;
 - (iv) any claims based on liability arising under the applicable environmental laws or environmental approvals;
 - (v) any claim regarding the Recipient's title to the Goods;
 - (vi) any claim or dispute relating to any Purchase Contract or any Letter of Credit established pursuant to this Agreement.
 - (b) the occurrence of any Event of Default or any other failure on the part of the Recipient to perform or comply with any term of this Agreement, or any document, agreement or contract entered into in relation hereto or otherwise in relation to the Goods, but excluding any claim based upon any failure on the part of ITFC to comply with its obligations under this Agreement or any document, agreement or contract entered into by ITFC in relation hereto or otherwise in relation to the Goods;
 - (c) the receipt of any payment from the Recipient otherwise than on a due date therefore; or
 - (d) any claims, encumbrances, security interests, and liens or legal processes regarding ITFC's title to or interest in the Goods.
- (B) the Recipient shall give ITFC prompt notice of any occurrence or condition known to the Recipient as a consequence of which an Indemnitee is or is reasonably likely to be entitled to indemnification. The indemnification provided in Paragraph (A) and this Paragraph shall specifically apply to and include claims or actions brought by or on behalf of employees of the Recipient and the Recipient hereby expressly

waives, as against the Indemnitee, any immunity to which the Recipient might otherwise be entitled under any applicable laws. The Recipient shall promptly upon request by the Indemnitee (but in any event within fifteen days of such request) reimburse the Indemnitee for amounts expended by it in connection with any of the foregoing or pay such amounts directly. The Recipient shall be subrogated to the Indemnitee's rights in any matter with respect to which the Recipient has actually reimbursed the Indemnitee for amounts expended by it or has actually paid such amounts directly pursuant to Paragraph (A) or this Paragraph. In case any action or proceeding is brought against an Indemnitee in connection with any indemnified claim, the Indemnitee will, after receipt of notice of the commencement of such action or proceeding, notify the Recipient thereof, enclosing a copy of all papers served upon the Indemnitee. The Recipient may, and upon the Indemnitee's request, will resist and defend such action or proceeding at the Recipient's expense, or cause the same to be resisted or defended by counsel selected by the Recipient and reasonably satisfactory to the Indemnitee. In the event of any failure by the Recipient to do so, the Recipient shall pay all costs and expenses (including reasonable attorney's fees and expenses) incurred by the Indemnitee in connection with such action or proceeding. Each Indemnitee reserves the right to request the insertion of the Recipient as a second defendant in any proceeding brought against such Indemnitee regardless of whether such claim is brought in connection with any indemnified claim so long as the claim is brought in connection with this Agreement.

- (C) This Section shall survive the expiry or earlier termination of this Agreement and all documents, agreements and contracts entered into in relation hereto or otherwise in relation to the Goods that are expressly made for the benefit of, and are enforceable by, the Indemnitees.

17.02 If any sum due from the Recipient under this Agreement or any award, order or judgment given or made in relation hereto has to be converted from the currency (the "first currency") in which the same is payable under this Agreement or under such award, order or judgment into another currency (the "second currency") for the purpose of:

- (a) making or filing a claim or proof against the Recipient;
- (b) obtaining an award, order or judgment in any court or tribunal or
- (c) enforcing any award, order or judgment given or made in relation to this Agreement;

The Recipient shall indemnify and hold harmless the Indemnitee from and against any loss suffered as a result of any difference between: (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency; and (ii) the rate or rates of exchange at which ITFC may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such award, order, judgment, claim or proof. Any amount due from the Recipient under Section 17.02, shall be due as a separate debt, and shall not be affected by judgment being obtained for any other sums due under or in respect of this Agreement, and the term "rate of exchange" includes any premium and costs of exchange payable in connection with the purchase of the first currency with the second currency. Payments pursuant to the Recipient's obligations under this Section shall be made on demand.

SECTION-18 EFFECTIVENESS

- 18.01 This Agreement shall not be effective unless and until the Recipient furnishes ITFC, within 2 (two) months from the date of signature of this Agreement, with a full set of original documents as listed below:
- (a) Evidence that the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized and/or ratified by the competent authorities of the Recipient;
 - (b) Legal Opinion issued by the authorized Legal Counsel of the Recipient stating that the provisions of this Agreement constitute enforceable binding obligations upon the Recipient substantially in the form provided in Appendix-III;
 - (c) Currency Repatriation Undertaking from the Central Bank of the Republic of Sierra Leone in the form provided in Appendix-IV;
 - (d) Receipt of the list of officers with their specimen signatures from the Executing Agency certifying their names and true signatures as the authorized signatories to sign the Agreement, its appendices and other related documents concerning disbursements; and
 - (e) Evidence of payment of the Administrative Fees specified in Section 2.03.
- 18.02 The document(s) stated above is/are for the sole benefit of ITFC and may be waived by ITFC, in its sole discretion, in whole or in part with or without terms or conditions without prejudicing the right of ITFC to assert the requirement of such waived document(s) at a later date.

SECTION-19 GOVERNING LAW-SETTLEMENT OF DISPUTES

- 19.01 This Agreement shall be governed by and be construed in accordance with the Principles of Islamic Shariah as pronounced by the Islamic Fiqh Academy of the Organization of Islamic Conference and as set out in Shari'ah Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions (AAOIFI).
- 19.02 Any dispute between the Parties to this Agreement and any claim by any such Party against the other Party arising under this Agreement shall be submitted to an arbitration panel for final and binding decision in accordance with the rules and procedures of the International Islamic Centre for Reconciliation and Arbitration (IICRA), Dubai. The arbitration rules and procedures of IICRA shall be in lieu of any other procedure for the determination of disputes between the Parties to this Agreement or any claim by any Party against the other Party arising thereunder. The English language shall be used throughout the arbitral proceedings and the resulting award shall be final, binding and enforceable on the parties.
- 19.03 The provisions for arbitration set forth in Section 19.02 shall be in lieu of any other procedure for the determination of disputes between the parties to this Agreement or any claim by any such party against any other such party arising under this Agreement.
- 19.04 If within 30 (Thirty) days after counterparts of the award shall be delivered to the parties to the arbitration, the award shall not be complied with, any party to the arbitration may enter judgment upon, or institute proceedings to enforce the award, in any court of competent jurisdiction against any other party, may enforce such judgment by execution or may pursue any other appropriate remedy against such other party for the enforcement of the award or the provisions of this Agreement.

- 19.05 Service of any notice or process in connection with any proceedings under this Section or in connection with any proceedings to enforce any award rendered pursuant to this Section may be made in the manner provided in Section 20 of this Agreement. The parties to this Agreement waive any and all other requirements for the service of any such notice or process.
- 19.06 The Recipient hereby consents generally in respect of any legal action or proceedings arising out of or in connection with this Agreement to the giving of any relief or the issue of any process in connection with such action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order, award or judgment which may be made or given in such action or proceedings.
- 19.07 To the extent that the Recipient may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid or execution, before award or judgment or otherwise) or other legal process or to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Recipient hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.
- 19.08 Notwithstanding the foregoing provisions of this Section 19.02, ITFC may institute legal proceedings in a court of law in the Republic of Sierra Leone or any other jurisdiction at the absolute discretion of ITFC, if the Recipient fails to pay to ITFC any amount under this Agreement. This provision is for the sole benefit of ITFC.

SECTION-20 NOTICES- REQUESTS

- 20.01 Any notice or request required to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail, cable, telex, fax or authenticated SWIFT message to the address to which it is required or permitted to be given or made to such party at its address specified in Section 20.02 hereof or at such other address which such addressee shall have designated by notice to the party giving such notice or making such request.
- 20.02 For purposes of Section 20.01 above, each party hereto has given its addresses as follows:

For ITFC:

P.O. Box: 55335, Jeddah-21534
Kingdom of Saudi Arabia
Tel: +966 12 636 1400
Fax: +966 12 637 1064
Email: itfc@isdb.org

For the Recipient:

Ministry of Finance and Economic Development
Treasury Building, George Street, Freetown, Sierra Leone
Tel: +232 0 76 111 393
Fax: +232 22 228355

SECTION-21 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto, except the fax messages and correspondence specifically mentioned or referred to herein.

SECTION-22 PROVISIONS SEVERABLE

Any term condition stipulation provision covenant or undertaking of this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term condition stipulation provision covenant or undertaking in any other jurisdiction.

SECTION-23 SET-OFF

Nothing in this Agreement shall be taken as negating or prejudicing any right of set-off, debiting, combination, consolidation or merger of accounts and/or lien or other right to which ITFC is at any time entitled (whether by operation of law, contract or otherwise) against the Recipient.

SECTION-24 CURRENCY AND CURRENCY INDEMNITY

- 24.01 The US Dollar is the sole currency of account and payment for all sums payable by the Recipient under or in connection with this Agreement, including damages.
- 24.02 Any amount received or recovered in a currency other than US Dollar (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the dissolution of the Recipient or otherwise) by ITFC in respect of any sum expressed to be due to it from the Recipient under this Agreement shall only constitute a discharge to the Recipient to the extent of the US Dollar amount which ITFC is able, in accordance with its usual practice, to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).
- 24.03 If the amount referred to in the above paragraph is less than the amount expressed to be due to ITFC under this Agreement, the Recipient shall indemnify ITFC against any loss sustained by ITFC as a result. In any event, the Recipient shall indemnify ITFC against the cost of making any such purchase.
- 24.04 These indemnities constitute a separate and independent obligation from the other obligations in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by ITFC and shall remain in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement or any judgment or order. No proof or evidence of any actual loss may be required.

SECTION-25 COSTS AND EXPENSES

The Recipient shall upon notice from ITFC pay all fees, costs and expenses of, in connection with or incidental to this Agreement including but not limited to all stamp duties, registration fees, solicitors' fees (on a solicitor and client basis) and other taxes for, in connection with or incidental to the preparation, perfection and registration of this Agreement and perfection, enforcement and/or protection of ITFC's rights and powers hereunder and such other stamp duties, registration fees, solicitors' fees and other taxes to which this Agreement is or may at any time be subject and in connection with any proceedings in respect of this Agreement or any judgment given in connection herewith and shall indemnify ITFC against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any such

stamp duties, registration fees, taxes and other fees and expenses. In the event of any demand, action and/or suit at law in relation to this Agreement, the Recipient shall, in addition to all sums which the Recipient may be called upon to pay to ITFC, pay ITFC's solicitors' fees (on a solicitor and client basis) and all other costs and expenses of such demand, action or suit.

SECTION-26 PAYMENT IN GROSS

All moneys received from or on account of the Recipient or from any other person or estate or from the realisation of any security held by ITFC or otherwise for the purpose of being applied in reduction of the amounts due shall be treated for all purposes in gross and not as appropriated or attributable to any specific part or item of the said moneys even if appropriated thereto by the person otherwise entitled so to appropriate. ITFC may apply any such moneys in such manner as ITFC may deem fit, in satisfaction, in whole or in part of any specific part or item of the amounts due in the manner provided in this Agreement.

SECTION-27 PAYMENTS WITHOUT DEDUCTION

All payments to be made by the Recipient hereunder shall be made without any set-off or counterclaim and free and clear of any restrictions or conditions and without regard to any bilateral, multilateral or whatsoever payment or clearing agreement, and free and clear of and without deduction for any taxes, levies, impost, duties, charges, fees, deductions or withholdings of any nature now or hereafter imposed by any competent governmental or other authority in the Republic of Sierra Leone or elsewhere. If the Recipient is compelled by law or otherwise to deduct any such taxes, levies, imposts, duties, charges or fees or to make any such deductions or withholdings, the Recipient shall pay such additional amounts as may be necessary in order that the net amounts received by ITFC hereunder after such deductions or withholdings shall equal the amounts which ITFC would have received had no such deductions or withholdings been required to be made.

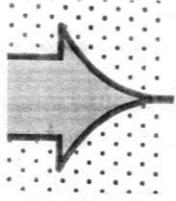
SECTION-28 MISCELLANEOUS

- 28.01 The headings in this Agreement are for convenience only and are not intended, and shall not be construed, to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Agreement.
- 28.02 The Recitals and the Appendices form an integral part of this Agreement.
- 28.03 The person signing this Agreement on behalf of each Party hereby represents and warrants to the other Party that he or she has the requisite legal power and authority to execute this Agreement on behalf of the Party and bind the Party to the obligations herein.
- 28.04 This Agreement binds and benefits the respective successors and assignees of the Parties, provided that neither of them may assign this Agreement in whole or in part without the prior written consent of the other.
- 28.05 This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.
- 28.06 The date of this Agreement shall, for all purposes of this Agreement, be that appearing in the Preamble hereto.

[END OF SECTIONS]

Execution Page

IN WITNESSES WHEREOF, the Parties through their duly authorized representatives have signed this Agreement relating Operation No. ITFC/1436/TF1/SL/0002 for Petroleum Products in an amount not exceeding USD10,000,000.00 (United States Dollars Ten Million) on date first written above.



FOR AND ON BEHALF OF
REPUBLIC OF SIERRA LEONE

FOR AND ON BEHALF OF
INTERNATIONAL ISLAMIC TRADE FINANCE CORPORATION

Eng. Hani Salem Sonbol
Acting Chief Executive Officer
International Islamic Trade
Finance Corporation (ITFC)

Handwritten initials or mark.

Appendix-I **FORM OF OFFER FROM THE RECIPIENT**

[TO BE PRINTED ON THE LETTERHEAD]

International Islamic Trade Finance Corporation
P.O. Box: 55335
Jeddah-21534
Kingdom of Saudi Arabia

OFFER LETTER

The Republic of Sierra Leone (the **Recipient**), in conformity with the Murabaha Agreement (the **Agreement**) concluded between the International Islamic Trade Finance Corporation (ITFC) and the Recipient on ___/___/___ H (corresponding to ___/___/___ G), and in accordance with Section-7 thereof, offers to buy the shipment of the following Goods of which the Recipient has bought and inspected or procured the inspection thereof to its satisfaction and taken delivery on behalf of ITFC, on the terms and conditions provided in Section 7.02 to Section 28 [inclusive] of the said Agreement:

- (i) Quantity and general description: _____
- (ii) Name and address of Supplier: _____
- (iii) L/C No. (if any): _____
- (iv) Country of origin: _____
- (v) Delivery Date: _____
- (vi) Purchase Price: _____

For and on behalf of
Republic of Sierra Leone

Name | Title | Signature



Appendix-II FORM OF ACCEPTANCE BY ITFC

[TO BE PRINTED ON THE LETTERHEAD]

Republic of Sierra Leone

ACCEPTANCE

The International Islamic Trade Finance Corporation (ITFC), in response to the Republic of Sierra Leone (the **Recipient**) Offer communicated through your telex/fax number _____ dated ___/___/___ H (corresponding to ___/___/___ G), accepts the offer and hereby sells to the Recipient, on the terms and conditions provided for in Section 7.02 to Section 28 [inclusive] of the Agreement concluded between ITFC and the Recipient on ___/___/___ H (corresponding to ___/___/___ G), the following Goods (which the Recipient has bought and taken delivery of, on behalf of ITFC):

- (i) Quantity and general description: _____
- (ii) Name and address of Supplier: _____
- (iii) L/C No. (if any): _____
- (iv) Country of origin: _____
- (v) Delivery Date: _____
- (vi) Purchase Price: _____
- (vii) Sale Price: _____
- (viii) Due Date of Sale Price: _____

For and on behalf of
International Islamic Trade Finance Corporation

Name| Title| Signature

Appendix-III FORM OF LEGAL OPINION TO BE ISSUED BY THE AUTHORIZED
LEGAL COUNSEL OF THE RECIPIENT

[TO BE PROVIDED ON THE LETTERHEAD]

International Islamic Trade Finance Corporation,
P.O. Box: 55335
Jeddah-21534, Kingdom of Saudi Arabia

Dear Sirs,

In my capacity as the author of the Legal Opinion of the Republic of Sierra Leone, under the powers vested in me under the laws of the Republic of Sierra Leone, I hereby certify that this document constitutes the Legal Opinion issued in relation to the Murabaha Agreement between the International Islamic Trade Finance Corporation (ITFC) and the Republic of Sierra Leone (the **Recipient**) dated ___/___/___ H (___/___/___ G) (the "**Agreement**") regarding Operation No.ITFC/1436/TF1/SL/0002 for the purchase of a quantity of petroleum products in an amount not exceeding US\$10,000,000.00 (United States Dollars Ten Million)

For the purpose of this Legal Opinion, I have examined,

- (i) the Agreement;
- (ii) the authorization to enter into and sign the Agreement;
- (iii) all laws, rules, regulations, orders, decrees and the like of the Republic of Sierra Leone; and
- (iv) such other documents and instruments as I deemed necessary.

Accordingly, I am of the opinion that the said Agreement signed for and on behalf of the Republic of Sierra Leone by _____ of _____ on ___/___/___ H (___/___/___ G):

- (a) has been duly authorized, executed, delivered and ratified in accordance with applicable governmental, corporate and/or legislative procedures;
- (b) does not violate any provision of the constitution, any law, rule, regulation, order or decree of the Republic of Sierra Leone; and
- (c) constitute legal valid and binding obligations of the Republic of Sierra Leone enforceable against the Republic of Sierra Leone in accordance with its terms and conditions stipulated in the said Agreement.
- (d) Unless, and until, I give ITFC notice of any change in this opinion before the disbursement of funds under this Agreement, you and your Counsel may rely on this opinion at all times from the date hereof to and including such disbursement as if this opinion were dated on and as of the day of, and delivered at, each such time.

DONE at _____ on ___/___/___ H (corresponding to ___/___/___ G).

Yours truly,
Signature| Name| Designation

10

SD

Appendix-IV CURRENCY REPARTIATION UNDERTAKING

[TO BE PROVIDED ON THE LETTERHEAD]

International Islamic Trade Finance Corporation
P.O. Box: 55335
Jeddah-21534
Kingdom of Saudi Arabia

In consideration of the International Islamic Trade Finance Corporation (**ITFC**), in its capacity as the financier providing Murabaha Financing to the Republic of Sierra Leone (the **Recipient**) in an approved amount of USD10,000,000.00 (US Dollars Ten Million) for the purchase of Petroleum Products (the **Goods**) or any part thereof, making available to the Recipient for purchases of the Goods in accordance with terms and conditions of the Murabaha Agreement made between ITFC and the Recipient on ___/___/___H (corresponding to ___/___/___G, (the **Agreement**), the Central Bank of Sierra Leone (the **Central Bank**), hereby irrevocably and unconditionally undertakes to make available all US Dollar amounts needed by the Recipient to make any and all payments due to ITFC from the Recipient under the Agreement, from time to time.

This Undertaking shall become valid from the date hereof and shall continue in full force and effect until all amounts owed by the Recipient to ITFC under the Agreement shall have been paid in full in US Dollars.

This Undertaking shall be governed by and be construed in accordance with the English Law in so far as English Law is not contrary to the Principles of Islamic Shari'ah. If any provisions of English Law applicable to this Undertaking are contrary to the Principles of Islamic Shari'ah, the Principles of Islamic Shari'ah shall prevail.

Capitalized terms used and not otherwise defined herein shall have the meaning given in the Agreement.

For and on behalf of
Central Bank of Sierra Leone

Name:
Title:



