JOINT MEMORANDUM TO PARLIAMENT

BY

THE HON. MINISTER FOR FINANCE

AND

THE HON. MINISTER FOR ROADS AND HIGHWAYS

FOR

THE APPROVAL OF COMMERCIAL AGREEMENTS BETWEEN THE GOVERNMENT OF GHANA AND SINOHYDRO CORPORATION LIMITED FOR AN AMOUNT OF UP TO FIVE HUNDRED MILLION UNITED STATES DOLLARS (US$500,000,000.00) FOR THE CONSTRUCTION OF PRIORITY ROAD INFRASTRUCTURE PROJECTS – PHASE I UNDER THE MASTER PROJECT SUPPORT AGREEMENT

JULY, 2018
1. ACTION REQUIRED

Parliament is respectfully invited to consider and approve the under-listed agreements in accordance with Article 181 of the 1992 Constitution and Sections 55(1) and 56(1) of the Public Financial Management Act, 2016 (Act 921):

1.1 Master Project Support Agreement (MPSA), attached as Appendix 1 to this Memorandum, in the amount of up to Two Billion United States Dollars and the deferred payment agreement between the Government of the Republic of Ghana represented by the Ministry of Finance or its assignee and Sinohydro Corporation Limited to support priority infrastructure projects in Ghana;

1.2 The commercial agreements in the amount of up to US$500 million between the Government of the Republic of Ghana represented by the Ministry of Roads and Highways and Sinohydro Corporation Limited for the following road projects constituting Phase 1 projects under the MPSA:

- Accra Inner City Roads;
- Kumasi Inner City Roads;
- Tamale Interchange Project;
- PTC Roundabout Interchange Project, Takoradi;
- Adenta- Dodowa Dual Carriageway;
- Sunyani Inner City Roads
- Western Region and Cape Coast Inner City Roads
- Upgrading of Selected Feeder Roads in Ashanti and Western Regions
- Rehabilitation of New Abirem - Ofoasekuma Road
- Hohoe - Jasikan – Dodi Pepesu Road

1.3 H.E. the President on 20th July 2018 approved the transaction and recommended same to Parliament for consideration and approval.

2. BACKGROUND

2.1 The government recognizes the importance of good road infrastructure as a critical facilitator for rapid socio-economic development of the country through the improvement of accesses, reduction in travel times, congestion, vehicle operating cost, accidents and cost of doing business. To ensure the operational efficiency of road transport in moving persons, goods and services within the country and with neighbouring countries, the government has already implemented some major road infrastructure projects and continues to source for funding to implement additional critical infrastructure projects such as hospitals, bridges, interchanges, roads, affordable housing and fishing landing sites in line with its infrastructure development agenda.

2.2 It is in pursuit of the above that the Government of Ghana has signed a Master Project Support Agreement (MPSA) with Sinohydro Corporation Limited to support priority infrastructure projects in Ghana.
3. PROGRAMME OBJECTIVE

3.1 The overriding consideration for identifying the priority roads listed in Appendix 2 attached to this Memorandum for implementation, is the strategic socio-economic significance of those roads. Upon completion, the projects will enhance intra-urban, regional and national traffic flow and trade, strengthen economic and regional integration and reduce cost of doing business in the country.

4. SCOPE AND COST OF PROJECT

4.1 The scope and costs of the works to be undertaken under Tranche 1 of Phase 1 of the projects provided in the MPSA to be implemented by the Ministry of Roads and Highways through its road agencies; Department of Urban Roads, Ghana Highway Authority and Department of Feeder Roads, is summarised in the table below:

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Description</th>
<th>Unit</th>
<th>Scope</th>
<th>Cost (mil. USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Accra Inner City Roads</td>
<td>km</td>
<td>84.00</td>
<td>72.84</td>
</tr>
<tr>
<td>2</td>
<td>Kumasi Inner City Roads</td>
<td>km</td>
<td>100.00</td>
<td>73.42</td>
</tr>
<tr>
<td>3</td>
<td>Tamale Interchange Project</td>
<td>No.</td>
<td>1</td>
<td>35.20</td>
</tr>
<tr>
<td>4</td>
<td>PTC Roundabout Interchange Project, Takoradi</td>
<td>No.</td>
<td>1</td>
<td>55.66</td>
</tr>
<tr>
<td>5</td>
<td>Adenta-Dodowa Dual Carriageway</td>
<td>km</td>
<td>14.00</td>
<td>65.41</td>
</tr>
<tr>
<td>6</td>
<td>Sunyani Inner City Roads</td>
<td>km</td>
<td>39.00</td>
<td>45.02</td>
</tr>
<tr>
<td>7</td>
<td>Western Region and Cape Coast Inner City Roads</td>
<td>km</td>
<td>32.19</td>
<td>35.82</td>
</tr>
<tr>
<td>8</td>
<td>Upgrading of Selected Feeder Roads in Ashanti and Western Regions</td>
<td>km</td>
<td>68.00</td>
<td>40.84</td>
</tr>
<tr>
<td>9</td>
<td>Rehabilitation of New Abirem-Ofosukuma Road</td>
<td>km</td>
<td>38.00</td>
<td>30.40</td>
</tr>
<tr>
<td>10</td>
<td>Construction of Hohoe-Jasikan-Dodi-Pepeau</td>
<td>km</td>
<td>66.40</td>
<td>45.39</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>441.59</td>
</tr>
</tbody>
</table>

4.2 The projects are to be implemented on Engineering, Procurement, Construction (EPC/Turnkey) basis. Draft copies of the Contract Agreements and details of the projects are attached to this Memorandum as Appendix 2 and Appendix 3 respectively.

5. DURATION OF PROJECTS

The projects are expected to be completed within twenty-four (24) months from the Commencement Date. It is expected that the financing arrangement will be completed by December 31, 2018 prior to projects startup.

6. FINANCIAL IMPACT

The total cost of the Project is to be financed through the MPSA between Government of Ghana and Sinohydro Corporation Limited.
7. JUSTIFICATION FOR GOVERNMENT’S ACTION

7.1 The nature of the MPSA offers considerable benefits for the country as it assures financing for essential infrastructure projects across the sectors of the economy to facilitate rapid socio-economic growth.

7.2 Furthermore, the roads identified as priority roads have been determined to be a significant part of the national road network and that:

- The implementation of these roads will enhance the movement of goods and people while aiming at improving the quality of life of citizen by reducing vehicle operating costs, travel time, accident rates and improve access and contribute to socio-economic activities significantly;
- Roads and interchanges in selected cities would help reduce pedestrian and vehicular congestion and reduce cost of doing business in our cities.
- Rehabilitating the selected trunk roads and highways would improve access from our seaports to neighboring landlocked countries in conformity with the Almaty Declarations and;
- Enhance regional cooperation and integration and facilitate trade.

7.3 The key activities to be undertaken under the Priority Road Infrastructure Projects include the following:

- Rehabilitation and upgrading of selected urban, town, inter-regional and rural roads;
- Provision of Traffic Management and Pedestrian safety facilities - installation of road markings, traffic signs and other speed control and safety devices;
- Rehabilitation of drainage and other hydraulic structures;
- Construction of Interchanges, etc.

8. INTER-MINISTERIAL AND AGENCY CONSULTATIONS

8.1 From project preparation through negotiation of the terms and conditions of contracts, project costs and implementation arrangements, consultations were undertaken with the Ministry of Finance, Attorney-General’s Department, Ministry of Roads and Highways and its Implementing Agencies.

8.2 To ensure smooth implementation of the projects, there would be continuous stakeholder consultations with MMDAs and opinion leaders within the project catchment areas.

9. INSTITUTIONAL AND IMPLEMENTATION ARRANGEMENTS

The Ministry of Roads and Highways (MRH), the Employer, acting through its implementing agencies, Ghana Highway Authority, Department of Feeder Roads and Urban Roads and with the support of supervising consultants, will have oversight responsibility for the implementation of the projects.
10.0 LEGISLATION AND REGULATORY PLAN

The execution of the projects would not require the enactment of any legislation or an amendment of existing legislation. However, it will be required to obtain the requisite Cabinet and Parliamentary approvals for the financing arrangement/agreement and the Commercial (Contract) Agreements for the execution of the projects.

11.0 CONCLUSION

In view of the immense socio-economic benefits to be derived from these projects, Parliament is respectfully requested to consider and approve the Commercial Agreements and recommend same for submission to Parliament for further consideration and approval as legally required.

KWASI AMOAKO-ATTAH (MP)  KEN OFORI-ATTA
MINISTER, ROADS AND HIGHWAYS  MINISTER FOR FINANCE

DATED...........JULY, 2018
ANALYSIS DOCUMENTS

Copies of the following documents are attached as appendices to this Memorandum:

- Appendix 2 – Draft Commercial Agreements between the Ministry of Roads and Highways (pending the establishment of the Integrated Aluminum and Bauxite Development Authority) and SINOHYDRO CORPORATION LIMITED for the EPC/Turnkey projects.
- Appendices 3.
- Appendix 4 – Executive Approval/Cabinet Approval
APPENDIX 1:

MASTER PROJECT SUPPORT AGREEMENT BETWEEN THE GOVERNMENT OF GHANA AND SINOHYDRO CORPORATION LIMITED
MASTER PROJECT SUPPORT AGREEMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF GHANA

AND

SINOHYDRO CORPORATION LIMITED

FOR

(CONSTRUCTION OF PRIORITY INFRASTRUCTURE PROJECTS)
This **MASTER PROJECT SUPPORT AGREEMENT** (hereinafter called "**MPSA**" or "**this Agreement**") is made this 16 day of May, 2018, in Accra,

**THE GOVERNMENT OF THE REPUBLIC OF GHANA** represented by the MINISTRY OF FINANCE, whose postal address is P.O. Box MB 40, Ministries, Accra, (hereinafter referred to as **GoG**") and acting per the Minister for Finance or his duly authorized representative which expression shall, where the context so admits include his successors-in-title and assigns, of the one part; AND

**SINOHYDRO CORPORATION LIMITED**, a company incorporated under the laws of China, with Company Registration Number 911100007109331046 whose principal place of business is at Chegongzhuang West Road, Haidian District, Beijing, China acting per its duly authorized representative Mr Song Dong Sheng, (hereinafter called "**SINOHYDRO**") or his duly authorized representative which expression shall where the context so admits include its successors-in-title and assigns of the other part.

GoG and SINOHYDRO are hereafter collectively referred to as the "**Parties**" and each individually referred to as a "**Party**".

**WHEREAS**

A. SINOHYDRO is a wholly owned Chinese government infrastructure development company with extensive experience in providing infrastructural development worldwide

B. GoG in line with its development agenda is desirous of implementing a number of priority infrastructure projects, including hospitals, bridges and fishing landing sites in accordance with the project list attached hereto as Annex A and made an integral part of this MPSA (the "**Priority Projects**").

C. The Parties have held several rounds of collaborative meetings and jointly selected the Priority Projects;

D. GoG and SINOHYDRO have agreed to cooperate to develop the Priority Projects in modules acceptable to the Parties.

**NOW THEREFORE** the Parties hereto agree as follows:

1. **SCOPE AND SUBJECT MATTER OF THE MPSA**

1.1 In consideration of and subject to the other terms of this MPSA, SINOHYDRO agrees to arrange for one or more loan facilities for payment of 85% of the construction and project cost of the Priority Projects (which aggregate construction and project cost is, as at the date of this MPSA, estimated to be US$2 billion dollars) (the "**Sinohydro Arranged Project Financing**").

1.2 The Parties shall enter into good faith negotiation to reach agreement on the source and method of financing of the remaining 15% of the construction and project cost of the Priority Projects (the "**Sinohydro-GoG Joint- Arranged Financing**").
1.3 In connection with the Sinohydro Arranged Project Financing, GoG shall enter into satisfactory documentation with SINOHYDRO and/or other financing parties providing such Sinohydro Arranged Project Financing for deferred repayment by GoG of the Sinohydro Arranged Project Financing containing such terms pursuant to Clause 2.5 below.

1.4 The GoG agrees and shall appoint SINOHYDRO to be the sole exclusive EPC Contractor for all the Priority Projects

1.5 The execution of the Priority Projects will be undertaken in two phases, with Phase I expected to start in 2018; and Phase II to start in 2019.

1.6 The Priority Projects shall comprise of:

(a) Rural electrification project;

(b) Construction of

i. Hospitals and Clinics;
ii. Bridges;
iii. Interchanges;
iv. Roads;
v. Affordable Housing;
vi. Fishing Landing Sites and

(c) Such other projects as may be identified by GoG.

1.7 GoG shall from time to time, identify and indicate to SINOHYDRO the specific Priority Projects to be undertaken under the MPSA.

2. FINANCING STRUCTURE UNDER THE MPSA

2.1 The financing terms and conditions under which SINOHYDRO will arrange the Sinohydro Arranged Project Financing will be subject to mutual agreement of the Parties who will jointly negotiate with Chinese or other international financial institutions for such Sinohydro Arranged Project Financing, it being understood however that SINOHYDRO shall play the role of lead arranger and negotiator in the process and is solely responsible to enter into the financing agreement(s) with any financial institution that agrees to provide the Sinohydro Arranged Project Financing.

2.2 The execution and consummation of the Sinohydro Arranged Project Financing shall be subject to customary terms and provisions of a financing of this type as agreed to by the Parties and in particular, including:

(a) Execution and delivery by the GoG of the Engineering, Procurement and Construction Contract ("EPC Contract") with SINOHYDRO (and/or an affiliate designated by SINOHYDRO) and such other relevant project agreements in respect of the Priority Project;
(b) Execution and delivery by the GoG of satisfactory deferred repayment agreement with SINOHYDRO and/or other financing parties providing such Sinohydro Arranged Project Financing containing such terms pursuant to clause 2.5; and

(c) Execution and delivery by the Government of the Republic of Ghana of a "letter of support" (the "LoS") in form and substance acceptable to China Export Credit Insurance Corporation (Sinosure) whereby the Government of the Republic of Ghana shall agree to support all repayment obligations of the GoG under the deferred repayment agreement described above and which shall be in compliance with applicable law and GoG debt management requirements.

2.3 Repayment by GoG

The Parties agree that:

(a) GoG’s deferred repayment obligations to SINOHYDRO for Sinohydro Arranged Project Financing shall be for a total term of fifteen (15) years but the commencement of payment term shall be deferred to the date on which SINOHYDRO confirms in writing to GoG that it has secured the commitment for the relevant Sinohydro Arranged Project Financing (the "Deferred Payment Term");

(b) GoG shall make payments in respect of the Sinohydro Arranged Project Financing with source of repayment satisfactory to the Parties in accordance with applicable law and GoG debt management regulations.

(c) GoG shall make payments for the Sinohydro Arranged Project Financing out of receipts from the transfer of refined Bauxite (Alumina or Aluminium) to its strategic partner (Offtaker), and where receipts from the refined Bauxite are not sufficient for the repayment of the Sinohydro Arranged Project Financing, GoG shall use other sources for the repayment to SINOHYDRO.

(d) GoG payments in respect of the Sinohydro Arranged Project Financing to SINOHYDRO shall be spread over a period of twelve (12) years commencing after the Grace Period ends, and shall be made in equal instalments over the 12-year period.
3. **TIMETABLE FOR THE PRIORITY PROJECTS:**

3.1 SINOHYDRO shall commence work on the technical preparations and arrangement for the financing of the Priority Projects upon Effectiveness Date;

3.2 GoG shall supply all available information and documents on the Priority Projects to SINOHYDRO within fourteen (14) days after the Effectiveness Date;

3.3 The Parties will negotiate and enter into EPC Contracts based on FIDIC EPC Contract Conditions for Phase I Projects within three (3) months from the execution of this MPSA, and within six (6) months thereafter for Phase II Projects (as more fully described in Annex A). Contract conditions, prices and payment schedules shall be mutually agreed by the Parties during the negotiation of the EPC Contracts.

3.4 SINOHYDRO shall commence the site works for Phase I Projects no later than fourteen (14) days after the date of signing of the following contracts, whichever is the latest - the EPC Contracts and other project agreements in respect of the Phase I Projects, the financing agreements (including the deferred payment agreements in respect of the Sinohydro Arranged Project Financing) and confirmed acceptance of the LoS by Sinosure.

3.5 SINOHYDRO shall comply with relevant GoG policies and legislation on local content and local participation in order to ensure utmost benefits to Ghanaian people from the implementation of the Priority Projects, including, to the extent practicable and subject to further agreement of the Parties, local content and local participation shall be at least thirty percent (30%) of the value of the Priority Projects subject of the EPC Contracts.

4. **EFFECTIVE DATE AND TERM OF THE MPSA**

4.1 **Conditions Precedent to Effectiveness**

This Agreement shall become effective upon the fulfilment of the following conditions:

(a) This Agreement having received parliamentary approval in accordance with the 1992 Constitution of the Republic of Ghana,

(b) The signature of both Parties,

(c) Receipt by GoG from SINOHYDRO of written confirmation that all the conditions in this part have been met and that the MPSA is effective on the date the last condition was fulfilled (the "Effectiveness Date").

4.2 The Term of this MPSA shall be fifteen years from the Effectiveness Date unless earlier terminated as provided herein, but shall be renewed automatically on an annual basis whilst any payments remain outstanding from GoG to SINOHYDRO under the Sinohydro Arranged Project Financing, and shall terminate finally when GoG has made the last payment to SINOHYDRO thereunder.
4. AMENDMENT OF MPSA

This MPSA may be amended or modified only by mutual agreement of the Parties in writing.

6. GOVERNING LAW

This MPSA shall be governed by and constructed in accordance with the laws of Ghana.

7. DISPUTE RESOLUTION

7.1 All disputes arising in connection with this MPSA or the execution thereof shall be amicably settled through negotiations between the Parties. In the event that no settlement is arrived at within sixty (60) days after a dispute arose, the dispute shall be submitted by either Party to Arbitration.

7.2 In the course of arbitration proceedings, the Parties may continue to perform their respective obligations under the MPSA with the exception of the part of the MPSA under Arbitration.

7.3 The language of the Arbitration shall be English. The number of arbitrators shall be three (3). Each Party shall nominate one arbitrator. The two arbitrators shall appoint a third arbitrator who will be the President.

7.4 The place of Arbitration shall be London, United Kingdom. It shall be conducted in accordance with the UNCITRAL Rules. The arbitration process will be administered by the London Court of International Arbitration (LCIA).

8. TERMINATION OF THE MPSA

8.1 Either Party may terminate this MPSA by serving the other Party prior written notice of not less than forty-five (45) days, under the following circumstances:

(a) If the other Party fails to perform its obligations under this MPSA and this is a substantial breach of this Agreement and fails to remedy the breach within the period of time indicated by the non-defaulting party in its written notification to remedy the breach;

(b) If the other Party fails to perform its contractual obligations within any period specified in this MPSA and any extension of such period, that both Parties have mutually agreed upon; or

(c) The other Party becomes bankrupt, or is the subject of liquidation or dissolution proceedings, or ceases to carry on business or is unable to pay its debts as they become due.

8.2 Upon the due termination of this Agreement:

(a) GoG shall, within thirty (30) days of the termination of this MPSA, pay SINOHYDRO any outstanding payments due hereunder, unless the Parties agree otherwise; and
(b) Each Party shall return to the other, all confidential Information in its possession that has been supplied to it by the other Party in pursuance of this Agreement.

(c) Termination of this Agreement shall not affect any rights or privileges that have accrued to a Party prior to termination nor relieve any Party from any obligation arising or incurred hereunder before the date of effectiveness of such termination.

9. **CONFIDENTIALITY AND NON-DISCLOSURE**

9.1 The Parties agree that all information they supply to each other in pursuance of this MPSA that is marked “Confidential” or that is not publicly available shall be treated in strict confidence, and shall not be revealed to any third parties, except third parties in the employment of either Party with a need to know for the performance of this Agreement, or used in any other manner not anticipated by this Agreement, except in the securing of financing for the implementation of the Priority Projects.

9.2 Each Party agrees that, except as compelled by law, rule or regulation, it will not disclose the terms of this Agreement publicly or to any third party without the prior written approval of the other Party.

9.3 This clause shall survive this Agreement.

10. **NOTICES**

10.1 Any notice, request, demand or other communication permitted or required to be given hereunder shall be made in writing and shall be sent (unless otherwise specified previously in writing) by registered or certified mail courier service or personal delivery to the addressee at the following addresses:

(a) GoG

    The Ministry of Finance
    Finance Road
    P.O. Box MB40, Ministries
    Accra, Ghana
    Attn: The Chief Director
    Email Address: Chiefdirector@mofep.gov.gh
11. COUNTERPARTS

This MPSA shall be executed in two originals, one for each for GoG and SINOHYDRO.

IN WITNESS WHEREOF, the Parties have caused this MPSA to be executed by their duly authorized representatives on the day, month and year first above written.

For and on behalf of

THE GOVERNMENT OF GHANA

Name & Title/Stamp

Charles Ayenkor
DEPUTY MINISTER (F)
MINISTRY OF FINANCE
P. O. BOX MB 47

Witness

Accra

Name: Kwame Appiah-Adub

Address: TSEBLE HOUSE
OFFICE OF THE PRESIDENT

Signature: 

16th May 2018

For and on behalf of

SINOHYDRO CORPORATION

Name & Title/Stamp

Zhang Guanghui

Witness

Name: Liu Xiping

Address: No. 22 CHEGONGZHUANG WEST ROAD, BEIJING

Signature: 

2018.5.16
CONSTRUCTION/REHABILITATION OF SELECTED
ROADS, INTERCHANGES AND OTHER PRIORITY PROJECTS IN GHANA

TERM SHEET

Relating to

Deferred Payment Agreement

between

The Republic of Ghana represented
by the Ministry of Finance or its Assignee (as the “Debtor”)

and

Sinohydro Corporation Limited
(as the “Creditor”)
This Term Sheet summarizes the principal terms of the financing arrangement in connection with Projects and is intended for discussion of the final agreement (the “Definitive Agreement”) to be made between the Debtor and the Creditor. No legally binding obligations will be created until the Definitive Agreement is executed and delivered by the parties.

The Financing contemplated hereunder will be subject to certain conditions precedent to be detailed in the Definitive Agreement, including but not limited to delivery by the Financier of the notice confirming Financial Close, obtainment by the Creditor and the Debtor of all permits/approvals required for extending and receiving the Financing, respectively and the Debtor’s proof of sufficient and steady liquidity for Repayments to the Creditor’s satisfaction.

This Term Sheet is not a commitment to provide financing, nor shall it be construed as an attempt to define all the terms and conditions of the Definitive Agreement.

Capitalized words in this Term Sheet shall bear the meaning ascribed to them in the Annex hereto.
I. THE PARTIES CONCERNED

1.1 **Debtor:** The Republic of Ghana represented by the Ministry of Finance or its Assignee

1.2 **Issuer of Letter of Support:** Ministry of Finance, Republic of Ghana

1.3 **Creditor:** Sinohydro Corporation Limited

1.4 **Financier:** Industrial and Commercial Bank of China, or any other bank that the Creditor may select

1.5 **Export Credit Insurer:** China Export Credit Insurance Corporation ("Sinosure")

1.6 **Refine Bauxite:** Bauxite that is refined at least to the level of alumina

II. PROJECT DESCRIPTION AND OBJECT

2.1 The Finance

The financing will be based on a deferral of payments by the Debtor. The Creditor will in turn seek refinancing of the transaction through assignment of receivables to the Financier and will enter into an Accounts Receivable Finance Agreement ("ARFA") with the Financier to set out the terms and conditions for such assignment; the Creditor shall neither be construed as committed nor be obligated to provide the Finance unless Financial Close has been achieved and each Disbursement has been remitted by the Financier.

The total EPC Contract Price is net U.S. $2 billion Dollars, excluding Financing Costs);

The Financed amount should not be less than 85% of EPC Contract Price

2.2 **Advance Payment:** 15% of the EPC Contract Price, which will be the consideration for the "Early Work" to be defined in the EPC Contract, hence without the need for amortization from interim payments or refund by the Contractor.
2.4 **Disbursement Period:** [Thirty (30)] months commencing with the Notice of Commencement of Construction Period.

2.5 **Repayment Period:** No more than [one hundred and forty-four (144)] months commencing from the end of the Grace Period, by the end of which the Debtor shall have fully discharged its repayment obligations under the Definitive Agreement.

2.6 **Grace Period:** the [twelve-months] period following the end of the Disbursement Period during which Interest will be accruing on the facility but the Debtor will not be required to effect Repayments.

III. **INSURANCE**

3.1 **Policy:** The Medium to Long-Term Export Credit Insurance issued by Sinosure.

3.2 **Premium rate:** not exceeding 9% of the Financed Amount and subject to Sinosure’s final confirmation.

IV. **INTEREST RATE AND FEES**

4.1 **Interest Rate:** During Repayment Period: 6 month USD LIBOR + 2.8-3.3 BPS (pending on the Financier’s final confirmation) calculated on the actual number of days elapsed and on the basis of a year of 360 days during Repayment Period.

4.2 **Financing Management Fee:** Agreed financing management fee will be reimbursed to the Creditor in the first four installments in equal amount after the commencement of Repayment Period.

4.3 **Costs, Fees and Expenses:** All reasonable costs, fees and expenses for legal, insurance, technical and any other professional consultants engaged with the prior consent of the Debtor, as well as all other out-of-pocket expenses incurred by the Creditor and the Financier in connection with the arrangement of the Finance including preparation of the Financing Documents and enforcement thereof will be for the Debtor's account.
V. WITHDRAWAL AND REPAYMENT

5.1 Withdrawal: The Creditor will issue Interim Payment Certificates ("IPC"), upon completion of each milestone, to the Debtor for signing of confirmation, covering the Works that have been carried out (as the case may be) within that milestone with reasonable particulars described by a Bill of Quantities. Upon confirming each IPC as such, the Debtor shall be deemed to have undertaken definitive payment obligation in the amount set out in such IPC.

5.2 Conditions Precedent to Financial Close: Availability of Finance for the Project will be subject to satisfaction of all conditions precedent to the credit facility stipulated in the ARFA, which will be indicated and notified to the Creditor by the Financier through the Notice of Commencement of Disbursement Period, and the Creditor will then issue to the Debtor the Notice of Commencement of Construction Period. For the avoidance of doubt, the Creditor shall not be obliged to finance the Project unless the Notice of Commencement of Disbursement Period is issued.

5.3 Conditions Precedent to each Disbursement: Subject to satisfaction of conditions precedent to Financier’s remittance of consideration for each account receivable according to the terms of ARFA.

5.4 Repayment: The Debtor shall make the deferred payments under each accounts receivable assigned by the Creditor to the Financier, via twenty-four (24) semi-annual installments during the Repayment Period.

5.5 Tax Gross Up and Indemnity: All payments to the Creditor for the Works under the EPC Contract including any interest accrued from deferral of such payments, shall be made free and clear of, and without, deduction or withholding for any present or future taxes, duties, levies or imposts of any nature whatsoever. If deduction or withholding is required under law or regulation, the Debtor shall increase its payment by such amount as to ensure that the net payment after deduction or withholding equals the value of the corresponding IPC; and in case the Creditor and/or the Financier shall be required to pay any tax, duties, levies or imposts of any nature in
connection with the Finance, the Debtor shall fully indemnify the Creditor and/or the Financier, as the case may be.

5.6 **Mandatory Prepayment and Cancellation:** The Creditor may declare mandatory prepayment by the Debtor of the deferred payments in full (together with accrued interest on the Disbursement and Breakage Costs) upon occurrence of any of the following:

i. illegality of the Project or assignment of the accounts receivable;

ii. occurrence of any Debtor’s Event of Default;

iii. breach by the Debtor of any Representation and Warranty, or Undertaking;

iv. default by the Debtor to discharge repayment obligations under any other credit facility.

VI. **Collateral**

6.1 **Letter of Support:** The Ministry of Finance, Republic of Ghana will issue a Letter of Support (abbreviation being “LoS”) that secures the Debtor’s obligation to effect the deferred payments and interests accrued. The form and content of the LoS shall be subject to the acceptance by Sinosure.

6.2 **Escrow over the Bauxite Revenue Account:** The Debtor shall procure an [offshore] bank acceptable to the Creditor, with whom an account has been or will be opened to serve as the exclusive account for receiving revenue generated by Republic of Ghana from selling Refined Bauxite (the “Escrowed Account”), to enter into an escrow account agreement (the “Escrow Account Agreement”) with the Creditor and undertake availability of statement of the Escrowed Account. The Debtor shall ensure the balance in the Escrowed Account at any time not falling below the aggregate amount of the upcoming two Repayments to become due, as a proof, among others, of its sufficient liquidity for Repayments.
VII. DOCUMENTATION

The Definitive Agreement will contain clauses that are customary for a facility of this nature including but not limited to conditions precedent, representations and warranties, undertakings, event of default (including cross default), material adverse change, illegality, waiver of immunity, indemnities, information, set-off and transferability. All transaction documents are subject to the approval by the Financier and Sinosure.

VIII. GOVERNING LAWS; JURISDICTIONS

This Term Sheet and the Definitive Agreement shall be governed by English Law.

Dispute arising from or in connection with this Term Sheet and the Definitive Agreement shall be settled by arbitration in accordance with the rules of the London Court of International Arbitration (“LCIA”). The arbitration proceedings shall be conducted, and the award shall be rendered, in English. The seat of arbitration shall be London, UK. The parties shall consent to the jurisdiction of any competent court (including Courts of UK) for any action to enforce any arbitral award or decision.
ANNEX

Definitions

Accounts Receivable Finance Agreement: abbreviation being “ARFA”, the agreement so named to be entered into by and between the Creditor and the Financier, which sets out the terms and conditions of assignment by the Creditor to the Financier of its accounts receivable against the Debtor under the Definitive Agreement.

Bauxite Revenue Account: the account maintained by and in the name of the Debtor with an [offshore] bank as the exclusive account to receive the Debtor’s revenue generated from selling Refined Bauxite. The account information is as follows:
Account No.:
Name of Account Holder:
IBAN:
SWIFT:
Address of Account Bank:

Bills of Quantities: the bills produced by the Creditor to describe the Works (having been or to be) carried out under the EPC Contracts in the relevant milestone and the value of such Works.

Breakage Costs: the additional charge by the Financier in case of mandatory prepayment, on top of the ordinary repayment amount due by the Debtor.

Construction Period: the [thirty-month] period counting from the Commencement Date set out in the EPC Contracts.

Debtor’s Event of Default: Each of the following events or circumstances shall constitute a Debtor’s Event of Default:

i. The Debtor breaches any of its material obligations under this Agreement, the Escrow Account Agreement, or other documents relating to the Project;

ii. The Debtor repudiates this Agreement or the Escrow Account Agreement or reasonably evidences an intention to do so;

iii. The Debtor abandons the Project;
iv. The Debtor is subject to any political action, legal proceedings or other procedure or step in relation to the suspension of payments or a moratorium of any indebtedness in excess of the threshold amount to be detailed in the Definitive Agreement that shall be agreed by the Financier and Sinosure, or declares or be declared by any international credit rating organization as becoming insolvent;

v. It is or becomes unlawful for the Debtor to perform its obligations under the Definitive Agreement or the EPC Contracts.

vi. Any documents relating to the Project that authorize the Debtor to implement the Project ceases to be effective or becomes unlawful, or the Definitive Agreement and/or the EPC Contracts ceases to be effective or becomes unlawful for any reason attributable to the Debtor.

vii. The authority or ability of the Debtor to carry on the Project or to perform its obligations under the Definitive Agreement or any Security Document is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention restriction or other action by or on behalf of any government, regulatory or other authority or other person.

viii. Any event or circumstance occurs that, in the reasonable opinion of the Creditor, may impose material adverse effect on the Debtor’s ability to meet its repayment obligations under the Definitive Agreement.

Definitive Agreement: the formal agreement contemplated to be named “Financing Agreement”, as opposed to this indicative term sheet that will be entered into by and between the Creditor and the Debtor to set out the terms and conditions of deferral of payments due by the Debtor under the EPC Contracts.

Disbursement: The payment by the Financier to the Creditor in exchange for the assigned accounts receivable against the Debtor.

Early Work: Any part of the Works under the EPC Contracts that are carried out prior to the Commencement Date.

EPC Contract: the contract named “ENGINEERING, PROCUREMENT
CONSTRUCTION CONTRACT FOR CONSTRUCTION/REHABILITATION OF SELECTED ROADS, INTERCHANGES AND OTHER PRIORITY PROJECTS IN GHANA, with a defined contract number that has been or is to be entered into by and between the Creditor and Debtor for the Project.

**EPC Contract Price:** the aggregate amount of payments to be effected by the Debtor to the Creditor as consideration for the Works to be performed by the Creditor under the EPC Contract and for extending the Finance.

**Finance:** the credit facility to be furnished by the Creditor to the Project by way of assigning its accounts receivable against the Debtor to the Financier.

**Financed Amount:** 85% of the Contract Price.

**Financial Close:** satisfaction of all conditions precedent to the Financier’s credit facility for the Project, which will be indicated by delivery by the Financier of the Notice of Commencement of Disbursement Period.

**Financier:** Industrial and Commercial Bank of China, or any other bank that the Creditor may select.

**Financing Costs:** all costs/expenses that will be incurred for purpose of extending the Finance, including but not limited to the discounting charge to be collected by the Financier upon each Disbursement, financing management fee payable to the Financier prior to Financial Close, premium payable to Sinosure for the export credit insurance policy, all other reasonable costs, fees and expenses for legal, insurance, technical and any other professional consultants engaged by the Creditor and Financier as well as all other out-of-pocket expenses incurred by the Creditor and the Financier in connection with the arrangement of the Finance. For the avoidance of doubt, the interest to accrue and be payable by the Debtor during the Repayment Period is excluded.

**Financing Documents:** documents in relation to the Finance, including but not limited to this Term Sheet, the Definitive Agreement, the ARFA and the Escrow Account Agreement.

**Financing Management Fee:** the charge by the Financier so named in the ARFA.

Interest Rate: the Repayment Interest Rate defined in the ARFA.

Interim Payment Certificate: the certificate so named in the EPC Contract with its abbreviation being IPC, which records the amount of payments due by the Debtor to the Creditor for each milestone of Works.

Notice of Commencement of Construction Period: the notice sent by Creditor to the Debtor upon receipt of the Notice of Commencement of Disbursement Period (as defined under ARFA).

Notice of Commencement of Disbursement Period: the notice sent to the Creditor by the Financier declaring that the Conditions Precedent (as defined under the ARFA) has been satisfied and occurrence of Financial Close.

Project: construction/rehabilitation of selected roads, interchanges and other priority projects in Ghana

Repayment Period: a time period not exceeding one hundred and forty-four months, during which the Debtor shall repay to the Financier the entire Financed amount plus accrued interest.

Representation and Warranty: the representations and warranties by the Debtor in the Definitive Agreement.


The Medium to Long-Term Export Credit Insurance: Sinosure’s product for credit facility of a tenor over four years.

Tenor of the Finance: the maximum time elapsed from the Notice of Commencement of Disbursement Period up to the last repayment, which is 180 months for this Project subject to approval by Sinosure.

Undertaking: the undertakings by the Debtor in the Definitive Agreement.
Works: engineering, procurement, construction, contract of any remedying any defects in the selected roads, interchanges and other priority projects in Ghana - , as defined in the EPC Contracts.
All the terms and conditions herein are subject to the approval and/or any amendment required by the Creditor, the Financier, Sinosure and/or the Issuer of Letter of Support.

The Republic of Ghana represented by Sinohydro Corporation Limited
the Ministry of Finance

By ____________________________ By ____________________________

Title ____________________________ Title ____________________________

ACCRA, 07/2018 BEIJING, 07/2018
APPENDIX 2:

DRAFT COMMERCIAL AGREEMENT BETWEEN THE MINISTRY OF ROADS AND HIGHWAY (PENDING THE ESTABLISHMENT OF THE INTEGRATED ALUMINIUM AND BAUXITE DEVELOPMENT AUTHORITY) AND SINOHYDRO CORPORATION LIMITED FOR THE EPC / TURNKEY PROJECTS
APPENDIX 3
## DETAILS OF PROJECTS

A summary of the projects to be financed is presented below.

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Description</th>
<th>Unit</th>
<th>Scope</th>
<th>Cost (mil. USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Accra Inner City Roads</td>
<td>km</td>
<td>84.0</td>
<td>72.84</td>
</tr>
<tr>
<td>2</td>
<td>Kumasi Inner City Roads</td>
<td>km</td>
<td>100.0</td>
<td>73.42</td>
</tr>
<tr>
<td>3</td>
<td>Tamale Interchange Project</td>
<td>No.</td>
<td>1</td>
<td>35.20</td>
</tr>
<tr>
<td>4</td>
<td>PTC Roundabout Interchange Project, Takoradi</td>
<td>No.</td>
<td>1</td>
<td>55.66</td>
</tr>
<tr>
<td>5</td>
<td>Adenta-Dodowa Dual Carriageway</td>
<td>km</td>
<td>14.00</td>
<td>65.41</td>
</tr>
<tr>
<td>6</td>
<td>Sunyani Inner City Roads</td>
<td>km</td>
<td>39.00</td>
<td>45.02</td>
</tr>
<tr>
<td>7</td>
<td>Western region and Cape Coast Inner City roads</td>
<td>km</td>
<td>32.19</td>
<td>35.82</td>
</tr>
<tr>
<td>8</td>
<td>Upgrading of Selected Feeder Roads in Ashanti and Western Regions</td>
<td>km</td>
<td>68.00</td>
<td>40.84</td>
</tr>
<tr>
<td>9</td>
<td>Rehabilitation of New Abirem Ofosokuma Road</td>
<td>km</td>
<td>38.00</td>
<td>30.40</td>
</tr>
<tr>
<td>10</td>
<td>Construction of Hohoe - Jasikan - Dodipepesu</td>
<td>km</td>
<td>66.40</td>
<td>45.59</td>
</tr>
</tbody>
</table>

**TOTAL** | 441.59 | 500.00 |

A Brief description of each Lot is given as follows:
LOT 1: CONSTRUCTION OF ACCRA INNER CITY ROADS

Project Description
The construction of the Accra Inner City Roads is targeted at improving local and collector roads within five (5) municipal assembly areas in Accra. The project roads shall provide critical access within the communities improve connectivity and address drainage challenges within the areas as part of the project laybys shall be provided for public transport. Walkways for pedestrians are included in the works. A safety audit shall be undertaken on the project roads and all issues on safety shall be taken care of as part of the project.

<table>
<thead>
<tr>
<th>No</th>
<th>Municipal Assembly</th>
<th>Length of Roads (km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ga North - Trobu</td>
<td>19.03</td>
</tr>
<tr>
<td>2</td>
<td>Ga Central - Anyaa Sowutoum</td>
<td>23.97</td>
</tr>
<tr>
<td>3</td>
<td>Ga East - Dome Kwabenya</td>
<td>21.70</td>
</tr>
<tr>
<td>4</td>
<td>Ledzokuku - Teshie</td>
<td>11.3</td>
</tr>
<tr>
<td>5</td>
<td>Adenta - Nanakrom -Santeo</td>
<td>8.0</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>84.0</strong></td>
</tr>
</tbody>
</table>

Scope of Works
The scope of works include the following:

i. Earthworks

ii. Provision of sub-base and base

iii. Double surface dressing

iv. Roadline markings and signs

v. Construction of related road side drains and storm drains

vi. Construction of critical culverts

Cost of Project
The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Utility Relocation</td>
<td>471,774.00</td>
</tr>
<tr>
<td>2</td>
<td>Road / Drainage Works</td>
<td>56,101,195.43</td>
</tr>
<tr>
<td>3</td>
<td>Contingency</td>
<td>14,143,242.36</td>
</tr>
<tr>
<td></td>
<td><strong>Sub total</strong></td>
<td><strong>70,716,211.79</strong></td>
</tr>
<tr>
<td>4</td>
<td>Supervision</td>
<td>2,121,486.35</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>72,837,698.14</strong></td>
</tr>
</tbody>
</table>
LOT 2: KUMASI INNER CITY ROADS

Project Description

To improve the road conditions in the communities to aid local circulation, improve quality of urban life in Kumasi and Asanti Mampong Areas. The project roads shall provide critical access within the communities improve connectivity and address drainage challenges within the areas as part of the project laybys shall be provided for public transport. The projects roads shall compliment other interventions the Ministry of Roads and Highways is undertaken in the Greater Kumasi metropolis and Asanti Mampong Municipal Assembly Areas. Project is targeted at the following:

<table>
<thead>
<tr>
<th>No</th>
<th>Municipal Assembly</th>
<th>Length of Roads (km)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Manhyia Sub-Metro</td>
<td>11.00</td>
</tr>
<tr>
<td>2</td>
<td>Suame Sub-Metro</td>
<td>9.45</td>
</tr>
<tr>
<td>3</td>
<td>Tafsu Pankrono Sub-Metro</td>
<td>9.79</td>
</tr>
<tr>
<td>4</td>
<td>Asokwa Sub-Metro</td>
<td>9.91</td>
</tr>
<tr>
<td>5</td>
<td>Kwaadoso Sub-Metro</td>
<td>6.29</td>
</tr>
<tr>
<td>6</td>
<td>Oforikrom Sub-Metro</td>
<td>7.43</td>
</tr>
<tr>
<td>7</td>
<td>Subin Sub-Metro</td>
<td>8.98</td>
</tr>
<tr>
<td>8</td>
<td>Nhyiaeso Sub-Metro</td>
<td>7.00</td>
</tr>
<tr>
<td>9</td>
<td>Bantama Sub-Metro</td>
<td>10.00</td>
</tr>
<tr>
<td>10</td>
<td>Asante Mampong</td>
<td>20.15</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100.0</strong></td>
</tr>
</tbody>
</table>

Scope of Works

The scope of works include the following:

i. Improvement of the pavement condition

ii. Development of network of local roads to ensure connectivity without necessarily using the improved facility

iii. Resolution of the Vehicular conflict at these locations;

iv. Road and drainage improvement works

Cost of Project

The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Utility Relocation</td>
<td>200,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Road / Drainage Works</td>
<td>56,826,397.28</td>
</tr>
<tr>
<td>3</td>
<td>Contingency (25%)</td>
<td>14,256,599.32</td>
</tr>
<tr>
<td></td>
<td><strong>Sub total</strong></td>
<td><strong>71,282,996.60</strong></td>
</tr>
<tr>
<td>4</td>
<td>Supervision (3%)</td>
<td>2,138,489.90</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>73,421,486.50</strong></td>
</tr>
</tbody>
</table>
LOT 3: TAMALE INTERCHANGE PROJECT

Project Description
Tamale is a main transit town to Ghana’s Northern neighbour of Burkina Faso from the South part of the country and an important trading route. The construction of the interchange is to grid separate through traffic heading to our neighbouring land lock countries.

The construction of the interchange is to reduce congestion by reducing travel time, reducing accidents among vehicle, pedestrian by minimising conflict. Traffic management scheme will be implemented to synchronise with interchange. 10km of road will be improved as part of the traffic management scheme.

Scope of Works
The scope of works include the following:

i. Bridge / Ramps - 750m
ii. Slips roads - 5km
iii. Width of carriageway - 7.0m
iv. No of lanes 2X2
v. Overlay of 10km

Cost of Project
The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project affected Persons</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Utility Relocation</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Interchange / Road works</td>
<td>26,604,461.38</td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>4,590,669.21</td>
</tr>
<tr>
<td>Sub total</td>
<td></td>
<td><strong>33,195,130.59</strong></td>
</tr>
<tr>
<td>5</td>
<td>Supervision</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td><strong>35,195,130.59</strong></td>
</tr>
</tbody>
</table>
LOT 4: PTC ROUNDBOUGHT INTERCHANGE PROJECT

Project Description

PTC roundabout is a major node in the road network of Tarkoradi. The PTC roundabout interchange is being developed into a three tier interchange. 1st Tier is the ground level, 2nd Tier connects Agona/Tarkwa road to Cape Coast road and 3rd tier connects Accra road to Axim road. The construction of the interchange is to reduce vehicular congestion by improving travel time, reducing accidents at the intersection and also improve turnaround time of haulage trucks into the Tarkoradi Port.

Scope of Works

The scope of works include the following:

1st Tier

The proposed 1st tier is a roundabout of radius 26.5m. This roundabout is at grade and has a 2-lane carriageway of 7m width going round it. This tier is designed to interact with vehicular traffic from slip roads on Agona / Tarkwa, Accra, Sekondi, Axim, Market Circle directions.

2nd Tier

The proposed 2nd Tier of this interchange is an 85.5m span flyover bridge over the roundabout. This proposed bridge is on the Agona/Tarkwa - Sekondi Direction. It is a 3 span simply supported reinforced concrete bridge.

3rd Tier

The proposed 3rd Tier of this interchange is a 288m span flyover bridge. This proposed bridge is on the Accra - Axim direction. It is an 8 span simply supported reinforced concrete bridge.

Cost of Project

The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project Affected Persons</td>
<td>1,500,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Utility Relocation</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Interchange</td>
<td>41,546,990.38</td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>6,907,048.56</td>
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<tr>
<td></td>
<td><strong>Sub total</strong></td>
<td><strong>50,954,038.94</strong></td>
</tr>
<tr>
<td>5</td>
<td>Supervision</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>52,954,038.94</strong></td>
</tr>
</tbody>
</table>
LOT 5: ADENTA- DODOWA DUAL CARRIAGEWAY (14km)

Project Description
The Adenta - Dodowa carriageway is part of the R40 of the Highways network. It connects Greater Accra to Eastern Region. The road exists as a two lane single carriageway.

The project is to facilitate assess between the Greater Accra and Eastern Region and also improve access to local communities (Adenta Dodowa, and Oyibi) along the road. The project will dualise the heavily urbanised section between Adenta - Dodowa -Oyibi.

Scope of Works
The scope of works include the following:
  i. Earthworks
  ii. Provision of Crush rock base
  iii. Asphaltic finish
  iv. Signalisation of critical intersections

Cost of Project
The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project Affected Persons</td>
<td>1,500,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Utility Relocation</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Road / Drainage Works</td>
<td>41,546,990.38</td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>9,619,216.29</td>
</tr>
<tr>
<td></td>
<td><strong>Sub total</strong></td>
<td><strong>53,666,206.67</strong></td>
</tr>
<tr>
<td>5</td>
<td>Supervision</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>55,666,206.67</strong></td>
</tr>
</tbody>
</table>
LOT 6: SUNYANI INNER CITY ROADS

Project Description

To improve the quality of life of the citizenry and enhance economic growth in the Sunyani and Berekum areas. Selected roads and intersections have been chosen for upgrade in the Sunyani and Berekum Municipalities. Project is targeted at completing the sunyani inner ring road (9km), constructing 10km of Berekum Inner City Roads, and 20km Sunyani Inner City Roads.

The objectives of Project are to reduce travel time and reduce congestion being faced daily by motorists and to enhance socio-economic development of our urban centres.

Scope of Works

The scope of works include the following:

i. Earthworks
ii. Provision of sub-base and base
iii. Double surface dressing
iv. Roadline markings and signs
v. Construction of related road side drains and storm drains
vi. Construction of critical culverts

Cost of Project

The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project Affected Persons</td>
<td>500,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Utility Relocation</td>
<td>700,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Road / Drainage Works</td>
<td>33,767,300.44</td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>8,741,825.11</td>
</tr>
</tbody>
</table>

Sub total 43,709,125.55

| Item | Supervision                           | 1,311,273.77  |

Grand Total 45,020,399.32
LOT 7: WESTERN REGION AND CAPE COAST INNER CITY ROADS

Project Description

To improve the quality of life of the citizenry and enhance economic growth in the Prestea and Cape Coast areas. Selected roads and intersections have been selected for upgrade in the Prestea Huni Valley and Cape Coast Municipalities. Project is targeted at the following:

A. Cape Coast Roads (22km)
   a. Akotokyr Road (3km)
   b. Amamoma Area Roads (6km)
   c. Abura New Community Area Roads (7km)
   d. Polytechnic Area Roads (3km)
   e. Apawusika Road and Links (3km)

B. Prestea Town Roads (10.19km)

The objectives of this Project are to reduce travel time and vehicle operating costs by motorists and to enhance socio-economic development of our rural communities.

Scope of works

i. Earthworks
ii. Provision of sub-base and base
iii. Double surface dressing
iv. Roadline markings and signs
v. Construction of related road side drains and storm drains
vi. Construction of critical culverts

Cost of Project

The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project affected Persons</td>
<td>500,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Utility Relocation</td>
<td>500,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Road / Drainage Works</td>
<td>26,819,527.49</td>
</tr>
<tr>
<td>4</td>
<td>Contingency</td>
<td>6,954,881.87</td>
</tr>
<tr>
<td></td>
<td><strong>Sub total</strong></td>
<td><strong>34,774,409.36</strong></td>
</tr>
<tr>
<td>5</td>
<td>Supervision</td>
<td>1,043,232.28</td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>35,817,641.64</strong></td>
</tr>
</tbody>
</table>
LOT 8. UPGRAIDING OF SELECTED FEEDER ROADS IN ASHANTI AND WESTERN REGIONS

Project Description
To improve the quality of life of the citizenry and enhance economic growth in the Atwima Mponua and Sefwi Wiawso areas. Selected roads and intersections have been selected for upgrade in the Atwima Mponua and Sefwi Wiawso districts. Project is targeted at the following:

A. Achiase jxn. - Wansamere - Awisasu jxn. Feeder road and others (51.00km)
   i. Achiase jxn. - Wansamere - Awisasu jxn. Feeder road (7.20km)
   ii. Mpasatia - Town roads (4.00km)
   iii. Nyinahin - Adupri feeder road (4.50km)
   iv. Nyinahin - Sereso Timpon - Achiase jxn feeder road (29.70km)
   v. Nyinahin - Town roads (4.10km)
   vi. Nyinahin Market jxn. - Pentecost Church feeder road (1.50km)

B. Nyinahini - Kyekyewere feeder road (14.00km)

C. Kessekrom - Adiembra feeder road (3.00km)

The objectives of this Project are to reduce travel time and vehicle operating costs by motorists and to enhance socio-economic development of our urban communities.

Scope of works
vii. Earthworks

viii. Provision of sub-base and base

ix. Double surface dressing

x. Roadline markings and signs

xi. Construction of related road side drains and storm drains

xii. Construction of critical culverts

Cost of Project
The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project affected Persons</td>
<td>31,667.00</td>
</tr>
<tr>
<td>2</td>
<td>Utility Relocation</td>
<td>10,000.00</td>
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<tr>
<td>3</td>
<td>Road / Drainage Works</td>
<td>36,589,255.80</td>
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<td>4</td>
<td>Contingency</td>
<td>3,713,092.28</td>
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<td><strong>Sub total</strong></td>
<td><strong>40,344,015.08</strong></td>
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<tr>
<td>5</td>
<td>Supervision</td>
<td>500,000.00</td>
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<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td><strong>40,844,015.08</strong></td>
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</tbody>
</table>
LOT 9: REHABILITATION OF NEW ABIREM OFOASEKUMA ROAD

Project Description
The New Abirem - Ofoasekuma Road is part of the trunk road network of Ghana. It is 38.0km two lane single carriageway road network. The project is to improve the truck road and also facilitate assess between the New Abirem and Ofoasekuma.

Scope of Works
The scope of works include the following:

i. Earthworks

ii. Provision of sub-base and base

iii. Double surface dressing

iv. Roadline markings and signs

Cost of Project
The breakdown of the project cost is given in the Table below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compensation to Project Affected Persons</td>
<td>450,000.00</td>
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<tr>
<td>2</td>
<td>Utility Relocation</td>
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<td>Contingency</td>
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<td><strong>Sub total</strong></td>
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<td>5</td>
<td>Supervision</td>
<td>800,000.00</td>
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<td><strong>Grand Total</strong></td>
<td><strong>30,362,564.67</strong></td>
</tr>
</tbody>
</table>
APPENDIX 4

EXECUTIVE APPROVAL / CABINET APPROVAL