

QUANTUM TERMINALS PLC
(AS ISSUER)

AND

UNIBANK GHANA LIMITED
(AS DSRA BANK AND NOTE TRUSTEE)

DEBT SERVICE RESERVE ACCOUNT AGREEMENT
RELATING TO NOTE PROGRAMME OF QUANTUM TERMINALS PLC

DATED 28 SEPTEMBER 2017



BENTSI-ENCHILL
LE TSA & ANKOMAH

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GRA/233^A/2017

THIS DEBT SERVICE RESERVE ACCOUNT AGREEMENT (the "Agreement") is made this 28th day of September 2017

BETWEEN

(1) **QUANTUM TERMINALS PLC**, a public limited liability company incorporated under the laws of Ghana with registration number PL000372016 and whose registered office is at H/No. E17/9 Ablade, Kanda, Accra (the "**Issuer**");

AND

(2) **UNIBANK GHANA LIMITED**, a private limited liability company incorporated under the laws of Ghana with registration number CS032392016 and whose registered office is on the 13th Floor of the World Trade Centre Building, Accra, Ghana (the "**DSRA Bank**" and the "**Note Trustee**").

WHEREAS:

- A. The Issuer wishes to establish a note programme to raise GHS 140,000,000 (the "**Note Programme**") for the purpose of refinancing its existing indebtedness towards Standard Chartered Bank and Standard Chartered Bank Ghana Limited and funding its general corporate purposes on the terms and conditions set out in the Prospectus (as defined below).
- B. The Issuer intends to apply for listing of the notes to be issued under the Notes Programme (the "**Notes**") on the Ghana Fixed Income Market (the "**GFIM**").
- C. By resolutions dated September 20, 2016, the board of directors and the shareholders, respectively, of the Issuer have approved the establishment of the Note Programme and the listing of the Notes on the GFIM.
- D. The Issuer has requested the DSRA Bank to open and operate a DSRA (as defined below) in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

1.1.1 **Agreement Date** means the date of this Agreement;

1.1.2 **Applicable Law** means, with respect to a Party on a given date, any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, consent of a Competent Authority, or any published directive, guideline, requirement or other governmental restriction that has the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, that is or becomes binding on such Party;

1.1.3 **Authorised Investment** means any investment in Government of Ghana treasury bills, any debt instrument issued by the Bank of Ghana or any money market funds which have maturity dates not exceeding 6 months and are capable of being realised before their maturity date;

1.1.4 **Authorised Person** means a person named in Part 1 of Schedule 2 (*Authorised Persons*) who is authorised by the Issuer to act on its behalf in the giving of Instructions under this Agreement;

- 1.1.5 **Business Day** means any day (other than a Saturday, Sunday or official public holiday) on which banking institutions are generally open for the conduct of business in Ghana;
- 1.1.6 **Call-back Contact** means a person named in Part 2 of Schedule 2 (*Call-back Contacts*);
- 1.1.7 **Competent Authority** means any national, city, town, municipal or other local governmental department, commission, board, bureau, agency, authority or instrumentality of a jurisdiction applicable to the relevant Party or its operations, as applicable, or any political subdivision thereof, and any person exercising executive, legislative, judicial, regulatory or central bank (or any person that exercises the functions of the central bank) or administrative functions of, or pertaining to, any of the foregoing entities, having jurisdiction over the relevant Party;
- 1.1.8 **DSRA** means the GHS-denominated debt service reserve account opened by the DSRA Bank in the name of the Issuer;
- 1.1.9 **DSRA Amount** means all or any of the funds deposited, from time to time, to the credit of the DSRA;
- 1.1.10 **Escrow Bank** means Standard Chartered Bank Ghana Limited, which is acting as the escrow bank in relation to the Note Programme;
- 1.1.11 **Force Majeure Event** means any event, including but not limited to:
- (a) an act of God, fire, epidemic, explosion, floods, earthquakes, typhoons;
 - (b) riot, civil commotion or unrest, insurrection, terrorism, war, strikes or lockouts;
 - (c) nationalisation, expropriation, or other related governmental actions;
 - (d) any adverse changes in the Applicable Law;
 - (e) market conditions affecting the execution or settlement of transactions;
 - (f) any breakdown, failure or malfunction of any telecommunications, computer services or systems; or
 - (g) other cause beyond the control of any Party which restricts or prohibits the performance of the obligations of such Party contemplated by this Agreement;
- 1.1.12 **Ghana** means the Republic of Ghana;
- 1.1.13 **GHS** means the lawful currency of Ghana;
- 1.1.14 **Income** means any interest or other income arising from an Authorised Investment;
- 1.1.15 **Instalment Amount** has the meaning ascribed to it in the Prospectus;
- 1.1.16 **Instruction** means any instructions in writing signed by the Authorised Person(s) and delivered to the DSRA Bank and which instructs or directs the DSRA to release the DSRA Amount in such portions as set forth therein (and in the form set out in Schedule 1 (*Form of Payment Instruction*) and “**Instruct**” and “**Instructed**” shall be construed accordingly;
- 1.1.17 **Interest** has the meaning ascribed to it in the Prospectus;

- 1.1.18 **Investment Proceeds** means, in relation to any Authorised Investment but excluding any Income, (a) any proceeds payable following any disposal or realisation thereof, (b) any sum payable on the maturity thereof, and (c) any other benefit derived therefrom;
- 1.1.19 **Note Trustee** means the DSRA Bank, which is acting as the note trustee in relation to the Note Programme;
- 1.1.20 **Parties** means the parties to this Agreement and **Party** shall be construed accordingly;
- 1.1.21 **Principal Amount** has the meaning ascribed to it in the Prospectus;
- 1.1.22 **Prospectus** means the prospectus prepared by the Issuer in connection with the Note Programme and dated on or about the date of this Agreement, as amended, modified or supplemented from time to time;
- 1.1.23 **Redemption Amount** has the meaning ascribed to it in the Prospectus;
- 1.1.24 **Required DSRA Balance** means the credit balance of the DSRA in an amount equal to, or in excess of, the amount of the next due payment (amounting to the equivalent of 6 months' payment) of the Instalment Amount under any outstanding Notes or as indicated in an Applicable Pricing Supplement;
- 1.1.25 **Series** has the meaning ascribed to it in the Prospectus;
- 1.1.26 **Termination Date** means the date (being a Business Day) on which the Note Trustee determines that there are no outstanding Notes under the Programme; and
- 1.1.27 **Tranche** has the meaning ascribed to it in the Prospectus.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 references to any Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- 1.2.2 the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms and general words introduced by the term "**other**" or any similar term, shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class or acts, matters or things;
- 1.2.3 references to "**assets**" includes present and future properties, revenues and rights of every description;
- 1.2.4 the expressions "**hereunder**", "**hereto**", "**herein**", "**hereof**", and similar expressions relate to this entire Agreement and not to any particular provision thereof;
- 1.2.5 words importing any gender shall include any of the other genders, and words importing the singular shall include the plural, and *vice versa*;
- 1.2.6 the headings of clauses, schedules and paragraphs in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;
- 1.2.7 any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done; and
- 1.2.8 in the interpretation of this Agreement, the *contra proferentem* rule of construction shall not apply (this Agreement being the product of negotiations between the Parties), nor

shall this Agreement be construed in favour of or against either Party by reason of the extent to which either Party or its professional advisers participated in the preparation of this Agreement.

2. APPOINTMENT

The Issuer hereby designates and appoints the DSRA Bank as its account bank in relation to the DSRA and the DSRA Bank hereby accepts such designation and appointment in accordance with the terms of this Agreement. This appointment takes effect from the Agreement Date until the Termination Date.

3. ESTABLISHMENT OF DSRA

- 3.1 The DSRA Bank confirms that it has opened the DSRA.
- 3.2 The DSRA Bank holds all money forming part of the DSRA Amount as banker and not as trustee.
- 3.3 The Issuer undertakes that any Instructions it gives in connection with this Agreement will be given only in accordance with the terms of this Agreement.

4. OPERATING/RELEASE PROCEDURES FOR THE DSRA

For as long as any of the Notes remain outstanding, the DSRA shall be operated as follows:

- (a) on and from the date of receipt of the proceeds of the first Series or Tranche from the Escrow Bank, the Issuer shall ensure that the amount standing to the credit of the DSRA is not less than the Required DSRA Balance;
- (b) the Issuer shall (if any moneys standing to the credit of the DSRA are applied in satisfaction of any outstanding amounts under the Notes) promptly and, in any event within 20 Business Days of notification from the DSRA Bank, ensure that the Required DSRA Balance is restored;
- (c) unless otherwise agreed in writing by the Note Trustee, the Issuer may withdraw amounts from the DSRA only for the purpose of (and with the written consent of the Note Trustee) paying Interest, Principal Amount, Redemption Amount or stamp duty on any document relating to the Note Programme;
- (d) the DSRA Amount shall bear interest at the rate agreed between the Issuer and the DSRA Bank from time to time. All interest accruing on the DSRA Amount shall be added to, and form part of, the DSRA Amount;
- (e) the DSRA Bank shall invest any amount standing to the credit of the DSRA in an Authorised Investment subject to the following:
 - (i) all Authorised Investments must be made in the name of (and on behalf of) the Issuer by the DSRA Bank on terms no less favourable than the terms on which any investments of a similar amount are made for other customers of the DSRA Bank;
 - (ii) the maximum maturity of an Authorised Investment shall be 6 months;
 - (iii) all Income and Investment Proceeds in relation to the Authorised Investment shall be added to, and form part of, the DSRA Amount;
 - (iv) unless the context otherwise requires, the balance standing to the credit of the DSRA shall include the value of any Authorised Investments in which all or part of that balance is for the time being invested; and

- (v) if the cash balance standing to the credit of the DSRA is insufficient to make a payment due under the Notes from the DSRA, the Issuer may instruct the DSRA Bank to sell or otherwise realise any Authorised Investment made from the DSRA; and
- (f) the DSRA Bank shall release the DSRA Amount or any portion thereof to the Issuer or any other person in accordance with the terms of an Instruction.

5. CLOSING OF THE DSRA

Unless otherwise agreed between the Issuer and the DSRA Bank, on the Termination Date, the DSRA will automatically be closed and the DSRA Bank shall transfer any DSRA Amount to the order of the Issuer.

6. DSRA BANK

6.1 The Issuer hereby acknowledges that:

- 6.1.1 this Agreement expressly sets forth all the duties of the DSRA Bank. No implied duties or obligations of the DSRA Bank shall be read into this Agreement or any Instruction, whether or not such agreement has been previously disclosed to the DSRA Bank;
- 6.1.2 the DSRA Bank is under no duty to ensure that funds withdrawn from the DSRA are actually applied for the purpose for which they were withdrawn or that any Instruction is accurate;
- 6.1.3 the DSRA Bank shall not be responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event or any event where, in the opinion of the DSRA Bank acting reasonably, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the DSRA Bank being in breach of any Applicable Law or judgment of any court;
- 6.1.4 notwithstanding the foregoing, under no circumstances will the DSRA Bank be liable to the Issuer or any other person for any indirect, incidental or consequential loss or damage (being, *inter alia*, loss of business, goodwill, opportunity or profit) even if advised of such loss or damage;
- 6.1.5 the DSRA Bank shall not be obliged to make any payment or otherwise to act on any Instruction notified to it under this Agreement if it is unable:
 - (a) to verify any signature pursuant to any request or Instruction against the specimen signature provided for the relevant Authorised Person; or
 - (b) to validate the authenticity of the request by telephoning a Call-back Contact who has not executed the relevant request or Instruction as an Authorised Person; and
- 6.1.6 the DSRA Bank is authorised to rely conclusively upon any Instructions received by any means agreed hereunder or otherwise agreed by all Parties, *provided that*:

- (a) the DSRA Bank may rely and act upon an Instruction if it believes it contains sufficient information to enable it to act and has emanated from the Authorised Person in which case, if it acts in good faith on such Instructions, such Instructions shall be binding on the Issuer and the DSRA Bank shall not be liable for doing so. The DSRA Bank is not responsible for errors or omissions made by the Issuer;
- (b) notwithstanding any other provision hereof, the DSRA Bank shall have the right to refuse to act on any Instruction where it reasonably doubts its contents, authorisation, origination or compliance with this Agreement and will promptly notify the Issuer of its decision;
- (c) if the Issuer informs the DSRA Bank that it wishes to recall, cancel or amend an Instruction, the DSRA Bank shall comply to the extent it is practicable to do so before the release or transfer of, or other dealing with, the DSRA Amount. Subject to Clause 6.1.6(b) above, any such recall, cancellation or amendment to the Instructions acted upon by the DSRA Bank shall be binding on the Issuer; and
- (d) all Instructions to the DSRA Bank shall be sent in accordance with Clause 9 (Notices).

6.2 The Issuer shall provide the list of Authorised Persons and Call-back Contacts as specified in Schedule 2 (Authorised Persons and Call-back Contacts). The Issuer undertakes to give the DSRA Bank not less than 3 Business Days' notice in writing in accordance with Clause 9 (Notices) of any amendment to their Authorised Persons or Call-back Contacts giving the details specified in the relevant part of Schedule 2 (Authorised Persons and Call-back Contacts). Any amendment of the Authorised Persons or Call-back Contacts takes effect upon the expiry of such notice period (or such shorter period as agreed by the DSRA Bank in its absolute discretion). The Issuer acknowledges and accepts the risks associated with any appointment of the same person(s) to act as their respective Authorised Person and Call-Back Contact. The Issuer further acknowledges and agrees that the DSRA Bank may rely upon the confirmations or responses of anyone purporting to be the Call-back Contact in answering the telephone call-back of the DSRA Bank and that the Issuer shall assume all risks and losses (if any) resulting from such confirmations or responses from their respective Authorised Person and Call-back Contacts.

7. FEES AND EXPENSES

7.1 The Issuer shall not be liable to pay any fees to the DSRA Bank for the performance of its role under this Agreement.

7.2 Notwithstanding Clause 7.1 above, the Issuer shall, on demand, indemnify and keep the DSRA Bank (and, without limitation, its directors, officers, agents and employees) indemnified and hold each of them harmless from and against any and all losses, liabilities, claims, debts, actions, damages, fees and expenses, (including fees and disbursements of professional advisers (including lawyers)), arising out of or in connection with this Agreement, including as a result of the DSRA Bank's appointment or the performance of its role under this Agreement, save as are caused by its own negligence, wilful default or fraud.

8. MISCELLANEOUS

8.1 Assignment

Neither Party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

8.2 Entire Agreement

The Parties confirm that this Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreements, representations, negotiations or understandings, whether oral or writing.

8.3 Remedies for Breach

Any remedy conferred on any Party for breach of this Agreement (including the breach of any warranty) shall be in addition and without prejudice to all other rights and remedies provided by Applicable Law and available to such Party.

8.4 Further Assurance

- (a) Each Party shall, from time to time and at all times after the Agreement Date, execute all such deeds and documents and do all such things as the other Party may reasonably require for perfecting the transactions intended to be effected under or pursuant to this Agreement.
- (b) Each Party agrees that it shall, in the event that any changes or amendments are required by any Competent Authority to the terms of this Agreement, enter into discussions in good faith in respect of such requirements.

8.5 Variation

No future variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the Parties.

8.6 Severability

- (a) If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other Competent Authority, all other provisions of this Agreement shall remain in full force and effect and will not in any way be impaired.
- (b) If any provision of this Agreement is held to be invalid or unenforceable but would be valid and enforceable if some of the provision were deleted, the provision in question will apply with minimum modifications necessary to make it valid and enforceable.

8.7 Waiver

No failure or delay to exercise any power, right or remedy by any of the Parties shall operate as a waiver of that right, power or remedy and no single or partial exercise by any of the Parties of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.

8.8 Counterparts

This Agreement may be executed in any number of counterparts each of which, when so executed, shall be deemed to be an original of this Agreement and all of which taken together shall constitute one and the same instrument.

9. NOTICES

- 9.1 Any notice or other communication given or made under, or in connection with, the matters contemplated by this Agreement shall be in writing.

9.2 Any such notice or other communication shall be addressed as provided in Clause 9.3 below and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by post, 5 Business Days after the date of posting provided that proof is given that the notice was properly addressed and duly dispatched by post; and
- (b) if sent by facsimile or email, when despatched, provided that in the case of facsimile, the sender receives proof of transmission,

provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside normal working hours in the place of service of the notice or other communication it shall be deemed to be given or made at the start of normal working hours on the next Business Day.

9.3 The relevant postal address, facsimile number and email address of each Party for the purposes of this Agreement, subject to Clause 9.4 below are:

The Issuer	Quantum Terminals Plc H/No. E17/9 Ablade, Kanda Accra, Ghana <i>Email:</i> notes@quantumterminals.com <i>Attention:</i> Emmanuel Egyei-Mensah
DSRA Bank	UniBank Ghana Limited 13 th Floor, World Trade Centre Building Accra, Ghana <i>Email:</i> custodianservices@unibankghana.com <i>Attention:</i> Frederick Kwasi Dah

9.4 A Party may notify each other Party of a change to its notice details for the purposes of Clause 9.3 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than 5 Business Days after the date on which notice is given, the date falling 10 Business Days after notice of any such change has been given.

10. CONFIDENTIALITY

10.1 Each Party undertakes that it shall not use, or divulge or communicate to any third party, any information, document or knowledge concerning a Party and the terms of this Agreement which they have received by virtue of this Agreement and which was not previously available to them or is not in the public domain (or which is in the public domain but through a breach of any provision of this Agreement) (the “**Confidential Information**”), without the written consent of the Party to whom the Confidential Information pertains.

10.2 For the avoidance of doubt, this Clause 10 shall not apply to:

- 10.2.1 any disclosure of Confidential Information that is required, and to the extent required, by Applicable Law, a Competent Authority or for the enforcement of rights under this Agreement;

- 10.2.2 any disclosure of Confidential Information that is required for the filing of any tax returns, statements or other similar documents by a Party (or such Party's beneficial owners) with a Competent Authority;
- 10.2.3 any disclosure of Confidential Information to employees, professional advisers, auditors and bankers as is reasonably required in connection with the terms of this Agreement, provided that the relevant Party shall procure that such employees, professional advisers, auditors and bankers comply with the terms of this Clause 10 or
- 10.2.4 any disclosure of Confidential Information which was already in the public domain other than by breach of this Agreement or which was previously known or already in the lawful possession of any of the Parties, prior to the disclosure.
- 10.3 In the event that this Agreement terminates (for any reason) and the transactions contemplated hereunder are not implemented, the receiving Party of any Confidential Information shall, on written demand of the disclosing Party, immediately destroy the Confidential Information (to the extent possible) of the disclosing Party in its possession, together with any copies thereof, and shall confirm compliance with this Clause 10.3 to such disclosing Party. The receiving Party is not required, however, to alter its normal record retention policies or to expunge from its records internally generated files, back-up drives or similar electronic media, references, notes, analyses or memoranda related to this Agreement, *provided that* the receiving Party retains such files, media, references, notes, analyses or memoranda, subject to the terms of this Agreement. Furthermore, the receiving Party is not required to return, delete or destroy due diligence reports or legal opinions prepared for the recipient, or any internal working paper related to the foregoing documents. Notwithstanding the return or destruction of the Confidential Information, the receiving Party and its representatives shall continue to be bound by their obligations hereunder.

11. GOVERNING LAW AND JURISDICTION

11.1 Governing law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

11.2 Jurisdiction

The Parties agree that the courts of Ghana shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement.

SCHEDULE 1

FORM OF INSTRUCTION

UniBank Ghana Limited

13th Floor, World Trade Centre Building
Accra, Ghana

For the attention of: [●]

[DATE]

Dear Sirs,

Re: Instruction

We refer to the debt service reserve account agreement dated [●] between Quantum Terminals Plc and UniBank Ghana Limited (as the DSRA Bank therein) (the “**DSRA Agreement**”).

Words and expressions used in this Instruction shall have the same meanings as in the DSRA Agreement.

[This Instruction is being provided to you in accordance with Clause 4(c) of the DSRA Agreement. You are instructed to pay the following amount[s] from the DSRA to the account[s] specified below:

[Account Name]

[Account Number]

Amount: [in words]

Currency: [●]

[Payment date]]

[This Instruction is being provided to you in accordance with Clause 4(e)(v) of the DSRA Agreement. You are instructed to sell or realise [all/or a portion] of the Authorised Investment equivalent to GHS [●] and transfer the proceeds into the DSRA.]

This Instruction and any non-contractual obligation arising out of or in connection with it shall be construed in accordance with and governed by Ghanaian law.

Quantum Terminals Plc

By:

(Authorised Person)

SCHEDULE 2

AUTHORISED PERSONS AND CALL-BACK CONTACTS

PART 1 (AUTHORISED PERSONS)

#	Name	Position	Specimen Signature	Telephone Number
1	Emmanuel Egyei-Mensah	Director		+233 02 812 0016
2	Amma Addo-Fening	Director		+233 24 397 5850
3	Felix Kyei-Mensah	Head, Strategy and Risk		+233 50 161 9402
4	Francis Akumfi-Ameyaw	Accountant		+233 50 140 1016

PART 2 (CALL-BACK CONTACTS)

#	Name	Position	Telephone Number
1	Isaac K. Bonya	Head, Project Finance	+233 50 161 9403
2	Alex Amoako	Terminals Manager	+233 50 149 8735

THIS AGREEMENT has been entered into by the Parties hereto (or their duly authorised representatives) on the date stated at the beginning of this Agreement.



For: **QUANTUM TERMINALS PLC**

Name:

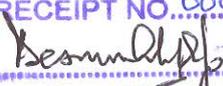
Designation:



For: **UNIBANK GHANA LIMITED**

Name: EKOW Nyarko Dadzie-Dennis

Designation: Deputy Managing Director

<p>IN ACCORDANCE WITH SECTION 10 (4) OF THE STAMP ACT 2005 (ACT 689) I CERTIFY THAT THIS DOCUMENT IS CHARGEABLE WITH A DUTY OF GH¢ <u>0.50</u> BEING A DUPLICATE/COUNTERPART OF DOCUMENT NO <u>GEA/233/2017</u> ON WHICH THE FULL DUTY OF GH¢ <u>0.50</u> HAS BEEN PAID VIDE RECEIPT NO <u>000026661</u></p> <p>DATE <u>6 DEC 2017</u></p> <p> Commissioner - General Ghana Revenue Authority</p>	
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