



EXCHANGE MEMORANDUM

DATED: 14 JULY 2023

RELATING TO THE INVITATION TO EXCHANGE BY THE GHANA COCOA BOARD AND THE
ADMISSION OF NEW BONDS (AS DEFINED) TO THE GHANA FIXED INCOME MARKET OF THE GHANA
STOCK EXCHANGE

ARRANGER



SPONSORING MEMBER



TRUSTEE & PAYING AGENT



REGISTRAR, CALCULATION AGENT AND TRANSFER AGENT



LEGAL ADVISER



LEGAL ADVISER

Addison Bright Sloane

IMPORTANT NOTICE

THIS INVITATION TO EXCHANGE (AS DEFINED) IS AVAILABLE ONLY TO REGISTERED HOLDERS OF ELIGIBLE BILLS (AS DEFINED BELOW) (“ELIGIBLE HOLDERS”).

THIS IS AN INVITATION TO EXCHANGE SHORT-TERM MATURITY BILLS FOR LONGER-TERM BONDS WITH A LONGER-TERM PRINCIPAL MATURITY DATE. AS SUCH, AN INVESTMENT IN THE NEW BONDS CONTAINS DIFFERENT RISKS THAN IN AN INVESTMENT IN THE ELIGIBLE BILLS. PLEASE READ THIS EXCHANGE MEMORANDUM CAREFULLY BEFORE SUBMITTING AN OFFER.

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached document following this page. You are advised to read this disclaimer carefully before accessing, reading or making any other use of the attached document. In accessing the attached document, you agree to be bound by the following terms and conditions, including any modifications to them, any time you receive any information from the COCOBOD (as defined) or Morrow Sodali Limited as Information and Coordination Agent, as a result of such access.

Nothing in this document constitutes an offer of securities for sale in any other jurisdiction apart from Ghana. Any securities to be offered or sold have not been, and will not be, registered under the securities laws of any state or other jurisdiction.

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This Exchange Memorandum has been reviewed and approved by the Ghana SEC (as defined below) in accordance with section 3(1)(k) of the Ghana Securities Industry Act (as defined) and regulation 51(3) of the Securities and Exchange Commission Regulations (as defined). In its review, the Ghana SEC examined the contents of this Exchange Memorandum to ensure that adequate disclosures have been made. To ascertain the financial soundness or value of the New Bonds, Eligible Holders are advised to consult a dealer, investment adviser or other professional for appropriate advice.

Provisional approval has been obtained from the Ghana Stock Exchange (as defined below) for permission to admit and trade the New Bonds on the Ghana Fixed Income Market of the Ghana Stock Exchange. Such approval is granted subject to COCOBOD fulfilling all listing requirements.

Neither the Ghana SEC nor the Ghana Stock Exchange assumes responsibility for the correctness of any statements made or opinions expressed in this Exchange Memorandum. Neither the Ghana SEC nor the Ghana Stock Exchange has verified the accuracy and truth of the contents of this Exchange Memorandum nor any other documents submitted to it, and neither the Ghana SEC nor the Ghana Stock Exchange will be liable for any claim of any kind whatsoever.

Confirmation of your representation: In order to be able to view the attached document or make an investment decision with respect to the Invitation to Exchange described therein, investors must be an Eligible Holder. The attached document is being sent at your request and you shall be deemed to have represented to the Ghana COCOBOD that (1) you and any customers you represent are Eligible Holders and (2) you consent to delivery of the attached document and any amendments or supplements thereto by electronic or other transmission.

You are reminded that the attached document has been delivered to you on the basis that you are a person into whose possession the attached document may be lawfully delivered and you may not nor are you authorised to deliver the attached document, electronically or otherwise, to any other person. If you receive the attached document by e-mail, you should not reply by e-mail to this announcement. Any reply e-mail communications, including those you generate by using the “Reply” function on your e-mail software, will be ignored or rejected. If you receive the attached document by e-mail, your use of the e-mail is at your own risk

and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

A. TRANSACTION ADVISERS

CalBank Plc (**CAL**) is acting as the Arranger (as defined) for the Invitation to Exchange. The Arranger consents to act in the specified capacity and to its name being stated in this Exchange Memorandum. Neither the Arranger nor any of its employees or principals has any material direct or indirect economic or financial interest in COCOBOD.

CAL is acting as the Sponsoring Member (as defined) for the Invitation to Exchange. The Sponsoring Member consents to act in the specified capacity and to its name being stated in this Exchange Memorandum. Neither the Sponsoring Member nor any of its employees or principals has any material direct or indirect economic or financial interest in COCOBOD.

Consolidated Bank Ghana Ltd (**CBG**) is acting as Trustee (as defined) and Paying Agent (as defined) in respect of the Invitation to Exchange. CBG consents to act in the specified capacity and to its name being stated in this Exchange Memorandum. Neither CBG nor any of its employees or principals has any material direct or indirect economic or financial interest in COCOBOD.

Central Securities Depository (GH) Limited (**CSD**) is acting as Registrar, Transfer Agent and Calculation Agent (as defined) in respect of the Invitation to Exchange. CSD consents to act in the specified capacities and to its name being stated in this Exchange Memorandum. Neither CSD nor any of its employees or principals has any material direct or indirect economic or financial interest in COCOBOD.

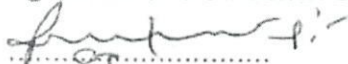
Bentsi-Enchill, Letsa & Ankomah and Addison Bright Sloane are acting as Legal Advisers (as defined) to COCOBOD in respect of the Invitation to Exchange. Each of the Legal Advisers consents to act in the specified capacity and to its name being stated in this Exchange Memorandum and confirms that it has not withdrawn its consent to any statement or report prepared by it being included in this Exchange Memorandum (in the form and context in which it is included). Neither of the Legal Advisers nor any of their employees or partners has any material direct or indirect economic or financial interest in COCOBOD.

B. DIRECTORS' RESPONSIBILITY STATEMENT

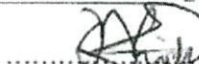
The directors of COCOBOD (individually and collectively) accept responsibility for the information contained in this Exchange Memorandum and declare that, having taken all reasonable care to ensure that such is the case, the information contained in this Exchange Memorandum is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

To the best of the knowledge and belief of the COCOBOD, the information contained in this Exchange Memorandum is true and accurate in every material respect and is not misleading in any material respect, and this Exchange Memorandum, insofar as it concerns such matters, does not omit to state any material fact necessary to make such information not misleading. The opinions, assumptions, intentions, projections and forecasts expressed in this Exchange Memorandum with regard to the COCOBOD, if any, are honestly held by the COCOBOD, have been reached after considering all relevant circumstances and are based on reasonable assumptions.

Signed for and on behalf of COCOBOD on 14 JULY 2023



Mr. Peter Mac Manu
Chairman/Director



Hon Joseph Boahen Aidoo
Chief Executive/Director



THE GHANA COCOA BOARD

Exchange Memorandum

INVITATION TO EXCHANGE:

The bills of the Ghana Cocoa Board (the “**COCOBOD**”) specified below under “*The Eligible Bills*”
(collectively, the “**Eligible Bills**”)

TO:

Eligible Holders:

FOR:

New bonds of the COCOBOD as described below (the “**New Bonds**”).

The Invitation to Exchange will expire at 4:00 p.m. (GMT) on 4 August 2023 (such time and date, as may be extended or earlier terminated by the COCOBOD at its sole discretion with respect to each series of Eligible Bills, the “**Expiration Date**”). Eligible Holders (as defined below) who validly deliver an Offer or Exchange Instruction (as defined below) on or before the Expiration Date will be eligible to receive on the Settlement Date (as defined below) the applicable principal amount of the applicable New Bonds for such Eligible Holder. Offers may not be revoked or withdrawn at any time, except under certain limited circumstances as described herein. We reserve the right to extend the Expiration Date with respect to one or more series of Eligible Bills at our sole discretion.

We, the COCOBOD, are hereby inviting Eligible Holders to voluntarily submit Offers (as defined below) to exchange their Eligible Bills for New Bonds of the COCOBOD on the terms and subject to the conditions described herein (the “**Invitation to Exchange**”). **By tendering their Eligible Bills, Eligible Holders represent and warrant that such Eligible Bills constitute all the Eligible Bills owned by them. Participation in this Invitation to Exchange is voluntary. For the avoidance of doubt, Eligible Holders are not obligated to participate.**

For the list of the Eligible Bills, see “*The Eligible Bills*” below. For a detailed description of the financial terms of the New Bonds, see “*Financial Terms of the New Bonds*” below.

For the avoidance of doubt, notwithstanding the Invitation to Exchange Eligible Bills for the New Bonds, the COCOBOD, in its sole discretion, may settle the Eligible Bills in full or in part and the Eligible Holders' subscription to receive New Bonds is voluntary.

The COCOBOD is offering Eligible Holders accrued and unpaid interest ("**Accrued Interest Payable**") on their Eligible Bills validly tendered and accepted by the COCOBOD, calculated from and including the last interest payment date up to, but excluding, the Settlement Date, which amount will be paid to such Eligible Holders in the form of capitalized interest (rounded down to the nearest GHS1.00) added to the principal amount of the New Bonds and distributed across the New Bonds in the same proportion as the Exchange Consideration Ratios (as defined) set forth in the table below. For more, see "Exchange Consideration" below.

Eligible Holders whose validly submitted Offers are accepted by the COCOBOD will receive on the Settlement Date the New Bonds with an aggregate principal amount (rounded down to the nearest GHS1.00) equal to the principal amount of Eligible Bills tendered *plus* Accrued Interest Payable, which aggregate principal amount will be allocated in accordance with the consideration ratios described in the New Bonds and Exchange Consideration table below (the **Exchange Consideration Ratios**) per principal amount of Eligible Bills tendered (including the Accrued Interest Payable in respect thereof):

Exchange Consideration Ratios in respect of Eligible Bills tendered (Allocation of principal amount of New Bonds to receive per (i) outstanding principal amount of Eligible Bills tendered plus (ii) amount of Accrued Interest Payable thereof as at date of settlement)					
New Bond due:	2024	2025	2026	2027	2028
Exchange Consideration Ratio	5%	20%	25%	25%	25%

Eligible Holders whose offers or exchange instructions are accepted will receive the 5 New Bonds in the above-mentioned ratios, each maturing on a one per year basis consecutively from and including 2024 through and including 2028. For the coupon rate for each New Bond, see "Financial Terms of the New Bonds" below. As is customary with listed corporate securities, the New Bond Documentation does not restrict the ability of the New Bonds to be traded or transferred in the secondary markets.

RESPONSIBILITY STATEMENT

The directors of COCOBOD accept responsibility for the information contained in this Exchange Memorandum and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Exchange Memorandum is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

To the best of the knowledge and belief of the COCOBOD, the information contained in this Exchange Memorandum is true and accurate in every material respect and is not misleading in any material respect, and this Exchange Memorandum, insofar as it concerns such matters, does not omit to state any material fact necessary to make such information not misleading. The opinions, assumptions, intentions, projections and forecasts expressed in this Exchange Memorandum with regard to the COCOBOD, if any, are honestly held by the COCOBOD, have been reached after considering all relevant circumstances and are based on reasonable assumptions.

IMPORTANT NOTICE

No person has been authorised to give any information or to make any representation other than those contained in this Exchange Memorandum in connection with the Invitation to Exchange and any offering of the New Bonds under this Invitation to Exchange and, if given or made, such information or representation must not be relied upon as having been authorised by the COCOBOD. Neither the delivery of this Exchange Memorandum nor any sale made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the COCOBOD since the date hereof.

This Exchange Memorandum may only be used for the purpose for which it has been published. This Exchange Memorandum does not constitute an offer of, or an invitation by, or on behalf of, the COCOBOD to tender Eligible Bills or to subscribe for, exchange or purchase, any of the New Bonds in any other jurisdiction.

Neither this Exchange Memorandum nor any other information supplied in connection with the Invitation to Exchange or any New Bonds is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the COCOBOD that any recipient of this Exchange Memorandum should tender offers in connection with Eligible Bills. Each investor contemplating tendering its Eligible Bills should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the COCOBOD.

Neither the delivery of this Exchange Memorandum nor the Invitation to Exchange shall in any circumstances imply that the information contained herein concerning the COCOBOD is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Invitation to Exchange is correct as of any time subsequent to the date indicated in the document containing the same. Holders should review, inter alia, the most recently published documents incorporated by reference in this Exchange Memorandum, if any, when deciding whether to tender their Eligible Bills.

This Exchange Memorandum does not constitute, and may not be used for or in connection with, an offer to sell or the solicitation of an offer to buy or exchange any securities whether in the Republic of Ghana or in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Exchange Memorandum and the Invitation to Exchange are restricted to the territory of the Republic of Ghana. The distribution of this Exchange Memorandum and the Invitation to Exchange may be restricted by law in certain jurisdictions. The COCOBOD does not represent that this Exchange Memorandum may be lawfully distributed, or that any securities described herein may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or assume any responsibility for facilitating any such distribution or offer, or that all actions have been taken by the COCOBOD which would permit the Invitation to Exchange or distribution of this Exchange Memorandum in any jurisdiction where action for that purpose is required.

In making a decision pursuant to this Invitation to Exchange, holders must rely on their own examination of the COCOBOD and the terms of the Invitation to Exchange, including the merits and risks involved.

This Exchange Memorandum may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than Eligible Holders to whom it is originally submitted.

Each purchaser or holder of interests in Eligible Bills will be deemed, by its tendering of such Eligible Bills pursuant to the Invitation to Exchange, to have made certain representations and agreements as set out in the New Bond Documentation (as defined below).

SUPPLEMENTS TO THIS EXCHANGE MEMORANDUM

In the event of any occurrence of a significant factor after the issuance of the Exchange Memorandum or material mistake or inaccuracy relating to the information included in the Exchange Memorandum, COCOBOD may prepare a supplement to this Exchange Memorandum to address such significant factor or material inaccuracy. COCOBOD may also publish a new prospectus for use in connection with any subsequent issue of New Bonds. In all relevant cases, such supplement to the Exchange Memorandum will be subject to the approval of the Ghana SEC.

FORWARD-LOOKING STATEMENTS

This Exchange Memorandum may include forward-looking statements which involve risks and uncertainties. While the COCOBOD believes that any assumptions herein are reasonable, it cautions that it is very difficult to predict the impact of known factors, and it is impossible to anticipate all factors that could affect the COCOBOD's financial condition or the Republic of Ghana's general political and economic conditions.

ENFORCEMENT OF CIVIL LIABILITIES

The COCOBOD is a statutory corporation established under the laws of Ghana and is subject to the jurisdiction of the courts of Ghana in connection with any action arising out of or based upon the Invitation to Exchange or any securities issued under the Invitation to Exchange bought by any holder of such securities.

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CORPORATE INFORMATION OF THE ISSUER

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Secretary	Mr. Francis Akwasi Opoku
Auditors	Ernst and Young (Ghana) Limited 60 Rangoon Lane, Accra, Cantonments City, Ghana Tel: +233(0)302-772-088 Contact: Ferdinand Gunn Email: ferdinand.gunn@gh.ey.com
Bankers	GCB Bank PLC Absa Bank Ghana LTD Prudential Bank Ghana LTD Standard Chartered Bank Ghana PLC Ecobank Ghana PLC

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Calculation Agent, Registrar and Transfer Agent	Central Securities Depository (GH) Limited 4th Floor, Cedi House, Accra, Ghana Tel: +233(0)302-689-313

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LETTER FROM THE CHIEF EXECUTIVE OF THE COCOBOD



GHANA COCOA BOARD

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E-mail: cocobod@cocobod.gh
WEBSITE: www.cocobod.gh
CABLE: COCOBOD, ACCRA.

IN YOUR REPLY

PLEASE QUOTE:

DCE/FA/MOF/14/V-8/59

DATE:

11/7/2023

LETTER FROM THE CHIEF EXECUTIVE OF GHANA COCOA BOARD

Dear all,

On 5th December 2022, the Government launched an invitation to exchange the GHS-denominated notes and bonds of the Republic of Ghana, E.S.L.A. Plc and Daakye Trust Plc for new bonds of the Republic, which successfully concluded on 21st February 2023.

Today, as part of the same domestic debt exchange programme, Ghana Cocoa Board ('COCOBOD') is launching a similar invitation to exchange its bills issued domestically and governed by Ghanaian law.

As per the IMF's methodology and as explained in their Staff Report published on 17th May 2023, Cocoa bills are included in the public debt perimeter considering the risk and contingent liability on Government debt profile. The reasons justifying the Government invitation launched in December 2022 to exchange its treasury bonds and other public debt instruments are therefore also valid for COCOBOD, as these continue to justify the domestic debt exchange programme.

The IMF/WB debt sustainability analysis has demonstrated unequivocally that Ghana is faced with a significant financing gap over the coming years and that the country's public debt (including COCOBOD's cocoa bills) is unsustainable. COCOBOD is aware that the Government is currently working to establish a comprehensive debt re-arrangement covering Ghana's domestic and external creditors. The objective of the Cocoa Bills exchange is to reduce the excessive burden created by the short-term cocoa bills and put COCOBOD on the path of financial sustainability in line with targets defined by the IMF Staff agreement for the period through 2028 and beyond.

To alleviate the debt burden of COCOBOD in the most transparent, efficient and expedited manner, this debt exchange programme is necessary. In this context, the least painful set of restructuring efforts to be borne by the domestic financial market is sought. In particular, the Invitation to Exchange does not embed any principal haircut on Eligible Bills. It involves an exchange for new COCOBOD bonds with a 13% coupon and longer average maturity.

As has been clearly communicated by the Government, the successful completion of this programme will allow our country to restore sound public finance and

sustainable debt levels and to kickstart economic growth following the impact of the COVID-19 pandemic. This will also allow COCOBOD to restore the sustainability of its operations and lessen the fiscal burden it poses on the Government.

Cocoa bills were issued primarily for the purchase of the produce from farmers. Regrettably COCOBOD's financial challenges brought on by the low cocoa prices on the world market in the last few years have been exacerbated by the onset of COVID-19 and its consequential shut down of global economies. This heavily compromised COCOBOD's ability to fully redeem the cocoa bills as and when they matured, leading to rollovers.

This exchange is therefore intended to give COCOBOD the ability to redeem the new bonds as and when they mature.

World prices now have seen an upward trajectory in line with the projection by the International Cocoa Organization (ICCO).

COCOBOD in the last four years has embarked on a rehabilitation program to rejuvenate diseased and moribund farms. This program has provided reassurance of higher yield in the immediate future, with the goal of ensuring that Ghana's cocoa production will remain at a sustainably high level thereby putting COCOBOD in a position to satisfy the new financial obligations that the exchange will bring.

On behalf of the Board of Directors of COCOBOD, I ask for your full support for this Invitation to exchange and for your partnership.

Yours sincerely,



HON JOSEPH BOAHEN AIDOO
CHIEF EXECUTIVE

THE ELIGIBLE BILLS

The following tables set forth the series of Eligible Bills subject to the Invitation to Exchange (collectively, the "**Eligible Bills**").

S/N	Tender Number	ISIN	Issued Date	Maturity Date	Principal Amount (GHS)	Maturity Amount (GHS)	Local Individuals Included (GHS)
1	6164	GHGCMB069437	05-Jan-23	06-Jul-23	68,245,301.28	80,873,735.00	28,295,693.00
2	6166	GHGCMB069627	19-Jan-23	20-Jul-23	775,431,592.00	895,578,460.00	-
3	6167	GHGCMB069742	03-Feb-23	04-Aug-23	925,837,546.00	1,072,591,807.00	-
4	6168	GHGCMB069791	07-Feb-23	08-Aug-23	2,027,996,332.46	2,354,722,292.00	-
5	6169	GHGCMB070245	14-Mar-23	12-Sep-23	739,128,217.00	832,847,422.00	-
6	6170	GHGCMB070492	11-Apr-23	10-Oct-23	92,402,464.00	103,834,715.00	-
7	6171	GHGCMB070716	12-May-23	10-Nov-23	791,883,410.00	892,214,783.00	-
8	6172	GHGCMB070732	16-May-23	14-Nov-23	515,647,361.00	581,328,525.00	-
9	6173	GHGCMB070807	25-May-23	23-Nov-23	989,044,668.00	1,117,016,234.00	-
Total:					6,925,616,891.74	7,931,007,973.00	28,295,693.00

GLOSSARY OF TERMS

In this Exchange Memorandum, the following terms shall have the following meanings:

“Acceptance Date” means a date on or prior to the Settlement Date that the COCOBOD shall designate for the purposes of accepting any or all Offers made by Eligible Holders in this Invitation to Exchange.

“Accrued Interest Payable” has the meaning assigned to it under *“Terms and Conditions of the Invitation to Exchange—Final Principal Payments and Interest Accrued and Unpaid”*.

“Agency Agreement” means the agency agreement dated on or about the date of this Exchange Memorandum and entered into by the Issuer, the Paying Bank, the Trustee, and the CSD, in relation to the New Bonds (and as amended, restated and/or supplemented from time to time).

“Announcement Date” means 7 August 2023, or such date as the COCOBOD shall designate for the purposes of announcing the results of this Invitation to Exchange.

“Arranger” means CAL, which is acting as the arranger for the purpose of this Invitation to Exchange.

“Bondholder” means a holder of the New Bonds.

“Calculation Agent” means, unless otherwise set out in a Pricing Supplement, the CSD.

“Clear Market End Date” has the meaning assigned to it under *“Common Terms of the New Bonds”*.

“Cocobod Act” means Ghana Cocoa Board Act, 1984 (P.N.D.C.L 81) as amended.

“Conditions” means the terms and conditions of the New Bonds, which are set out in this Exchange Memorandum and the Trust Deed, and which terms and conditions may be amended by an applicable Pricing Supplement.

“CSD” means the Central Securities Depository (GH) Limited.

“Direct Participant”, **“CSD Direct Participant”** or **“Depository Participant”** means a person admitted by the CSD to act as an intermediary between the CSD and investors in the securities market by providing depository services, as further defined and regulated by the CSD and the laws of the Republic of Ghana.

“Eligible Holder(s)” has the meaning assigned to it under *“Terms and Conditions of the Invitation to Exchange—General”*.

"Eligible Bill(s)" has the meaning assigned to it under *"The Eligible Bills"*.

"Exchange Consideration Ratio" has the meaning assigned to it on page ii.

"Exchange Memorandum" means this document, including its appendices.

"Exchange Instructions" see "Offer(s)".

"Exchange Procedures" means the exchange procedures set out in Appendix 2 attached hereto.

"Expiration Date" means 4 August 2023 or such other date as the COCOBOD may designate as the date by which all Offers or Exchange Instructions must be submitted by no later than 4:00 p.m. GMT.

"Facility A" means the pre-export receivables-backed term loan facility of up to USD 600,000,000 made available to COCOBOD pursuant to the amended and restated facility agreement dated 6 March 2020 in respect of the agreement dated 12 November 2019 and entered into by (among others) COCOBOD, African Development Bank, Credit Suisse AG, London Branch, Industrial and Commercial Bank of China Limited, London branch, and Ghana International Bank plc.

"Facility B" means the pre-export receivables-backed trade finance facility of up to USD 1.3 billion made available to COCOBOD pursuant to a facility agreement dated 7 October 2022 and entered into by (among others) COCOBOD, Coöperatieve Rabobank U.A., Industrial and Commercial Bank of China Limited, London Branch, MUFG Bank, Ltd., Natixis, Standard Chartered Bank and Ghana International Bank plc.

"Ghana SEC" means the Securities and Exchange Commission of the Republic of Ghana.

"Ghana Securities Industry Act" means the Securities Industry Act of Ghana, 2016 (Act 929) as amended.

"GHS" or **"Ghanaian Cedi"** means the lawful currency of the Republic of Ghana.

"Government" means the Republic of Ghana, acting through the Ministry of Finance (unless otherwise indicated).

"Indebtedness" means any obligation (whether present or future) for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and leasing).

"Information and Coordination Agent" means Morrow Sodali Limited in its capacity as appointed Information and Coordination agent in connection with the Invitation to Exchange.

“Invitation to Exchange” means the invitation made by the COCOBOD to Eligible Holders to offer to exchange their holdings of Eligible Bills for New Bonds subject to the terms and conditions set out in this Exchange Memorandum generally.

“Invitation Website” means the official website for the Invitation to Exchange as set up and operated by the Information and Coordination Agent, and accessible at the following address: <https://projects.morrowsodali.com/CocobodDDE>.

“Launch Date” means 14 July 2023, or such date as the COCOBOD shall designate for the purposes of the commencement of the submission of Offers by Eligible Holders.

“Longstop Date” means 14 August 2023, or such date as the COCOBOD shall designate as the latest date that the COCOBOD may select as the Settlement Date of this Invitation to Exchange without offering Eligible Holders Withdrawal Rights.

“Maturity Date” means, in respect of a Series or Tranche, the date upon which the New Bonds are to be finally redeemed and all amounts due on the New Bonds are to be repaid by the Issuer, as set forth in the Pricing Supplement;

“natural person” means a natural person who, in respect of the Eligible Bills being tendered by such person, is registered as such (or with an equivalent term) in the records of the CSD.

“New Bond(s)” means any new debt security issued by the COCOBOD for the purposes of this Invitation to Exchange; as further defined under *“Terms and Conditions of the Invitation to Exchange—Amount of New Bonds Received in respect of the Eligible Bills”*.

“New Bond Documentation” means this Exchange Memorandum, the Trust Deed, Agency Agreement, each Pricing Supplement and any other document designated as such by the Trustee and the Issuer”.

“New Bond End Date” has the meaning assigned to it under *“Common Terms of the New Bonds”*.

“Offer(s)” or **“Exchange Instruction”** means an offer by an Eligible Holder to the COCOBOD to exchange one or more Eligible Bill(s) for New Bond(s) pursuant to this Invitation to Exchange, which offer may take the form of an instruction to exchange pursuant to this Invitation to Exchange given by such Eligible Holder to a CSD Direct Participant.

“Paying Bank” means, unless otherwise set out in a Pricing Supplement, Consolidated Bank Ghana LTD.

“Payment Date” means each Interest Payment Date and/or Redemption Date.

“PFM Act” means the Public Financial Management Act, 2016 (Act 921) or any statutory modification or re-enactment thereof.

"PFM Regulations" means the Public Financial Management Regulations, 2019 (L.I. 2378) or any statutory modification or re-enactment thereof.

"Person(s)" means a legal or natural person, as the context shall require.

"Pricing Supplement" means the pricing supplement published by the Issuer (with the prior approval of the Ghana SEC) in relation to the issuance of each New Bond.

"Public Indebtedness" means any Indebtedness which (i) is payable, or at the option of the relevant creditor may be payable, whether or not in Ghanaian Cedis, and (ii) is in the form of, or is represented by, bonds, notes or other securities with a stated maturity of more than one year from the date of issue which are, or are capable of being, quoted, listed or ordinarily purchased or sold on any stock exchange, automated trading system, over the counter or other securities market.

"Redemption Date" means each due date for the redemption of a New Bond.

"Register" means the register of the holders of the New Bonds to be maintained by the CSD in electronic form.

"Registrar" means unless otherwise set out in a Pricing Supplement, means the CSD appointed as registrar for the Programme under the Agency Agreement.

"Series" means a Tranche of bonds, together with other Tranches of bonds, that are identical to each other except for their issue price, issue date and first date for the payment of interest and that are expressed to be consolidated and form a single series.

"Settlement Date" means 11 August 2023, or such date as the COCOBOD shall designate, being the date of termination of the Eligible Bills and issue of the New Bonds belonging to Eligible Holders whose Offers were accepted by the COCOBOD.

"Tranche" means bonds of a Series that are identical in all respects, including the issue date.

"Transfer Agent" means, unless otherwise set out in a Pricing Supplement, the CSD, which is acting as the transfer agent under the Agency Agreement.

"Trust Deed" means the trust deed dated on or about the date of this Exchange Memorandum and entered into between the Issuer and the Trustee (as amended, restated and/or supplemented from time to time).

"Trustee" means Consolidated Bank Ghana LTD, which is acting as the trustee for the holders of the New Bonds.

"US\$" means United States dollars.

"Withdrawal Right(s)" means the rights granted by the COCOBOD to certain Eligible Holders who have submitted Offers to withdraw their Offers in the circumstances

described under *“Terms and Conditions of the Invitation to Exchange—Withdrawal Rights”*.

COMMON TERMS OF THE NEW BONDS

The New Bonds will be issued pursuant to the New Bond Documentation (as defined below). The Conditions contain the terms and conditions of the New Bonds, which are governed by Ghanaian law and state key terms such as the status of the New Bonds, the mechanisms for payments and redemptions under the New Bonds, taxation, events of default and the process for enforcement of the New Bonds. The financial terms, such as the principal amount, interest rate and such other terms applicable to any Series or Tranche and which are not contained in the Conditions, will be set forth in the Pricing Supplement issued in respect of the Series or Tranche. The table set forth below presents a summary of certain terms common to all New Bonds, and should be read in conjunction with the more detailed description of the New Bonds appearing in this Exchange Memorandum and the New Bond Documentation. Certain defined terms in this section have the meaning assigned to them under "Glossary of Terms" herein and under the New Bond Documentation. The New Bond Documentation are publicly available on the website of the COCOBOD and on the Invitation Website.

Issuer

The COCOBOD.

Description

Application for the New Bonds will only be available to Eligible Holders. The purpose of the Invitation to Exchange is to (i) enable the COCOBOD improve its financial position by exchanging its short-term obligations under the Eligible Bills for longer term obligations under the New Bonds (ii) establish a consistent payment schedule for the COCOBOD.

The Invitation to Exchange is part of the Government of Ghana's efforts to achieve fiscal stability and debt sustainability as part of the ongoing domestic debt restructuring exercise.

There are no dedicated funds or receivables or specific revenues that are pledged or dedicated to repay the amounts outstanding on the Bonds. Holders of the New Bonds will be repaid primarily from the proceeds of COCOBOD's sale of cocoa to be obtained through its crop purchasing operations.

Status

The New Bonds constitute direct, unconditional and (subject to the provisions of the *Negative Pledge* unsecured obligations of the COCOBOD and (subject as provided above) will rank *pari passu*, without any preference among themselves, and with all other present and future unsecured and unsubordinated obligations of the COCOBOD, save only for such obligations as may be preferred by mandatory provisions of applicable law; provided, however, that COCOBOD shall have no

obligation to effect equal or rateable payment(s) at any time with respect to any such other unsecured and unsubordinated obligations of the COCOBOD and, in particular, shall have no obligation to pay other unsecured and unsubordinated obligations of the COCOBOD at the same time or as a condition of paying sums due on the New Bonds and vice versa.

Issue Date

The Settlement Date.

Negative Pledge

So long as any of the New Bonds remain outstanding, the COCOBOD will not (save for the standard exceptions set out below) create, incur, assume or permit to arise or subsist any security interest upon the whole or any part of its present or future assets, undertakings or revenues to secure (i) any of its Public Indebtedness; (ii) any guarantees in respect of its Public Indebtedness; or (iii) the Public Indebtedness of any other person; without at the same time or prior thereto securing the New Bonds equally and rateably therewith. The negative pledge does not apply to:

- (a) any security interest over an asset to secure the Public Indebtedness of the COCOBOD or any guarantee by COCOBOD of the Public Indebtedness of any other person incurred for the purpose of financing the acquisition or construction of such asset and any renewal and extension of such security interest which is limited to the original asset covered thereby and which (in either case) secures any renewal or extension of the original secured financing;
- (b) any security interest securing the Public Indebtedness of COCOBOD or any guarantee by COCOBOD of the Public Indebtedness of any other person incurred for the purpose of financing all or part of the costs of the acquisition, construction or development of a project; provided that (A) the holders of such Public Indebtedness or guarantee expressly agree to limit their recourse to the assets and revenues of such project or the proceeds of insurance thereon as the principal source of repayments of such Public Indebtedness, and (B) the assets over which such security interest is granted consists solely of such assets and revenues; and

- (c) any security interest securing the Public Indebtedness of COCOBOD or any guarantee by COCOBOD of the Public Indebtedness of any other person which was in existence by the date of the Trust Deed.

Events of Default

Holders who hold not less than 25 percent in aggregate principal amount of the New Bonds then outstanding may declare the New Bonds to be immediately due and payable together with accrued interest at their outstanding principal amount in any of the following events:

- (a) *non-payment*: the Issuer fails to pay any principal on any New Bond when due and payable and such failure continues for a period of 15 calendar days; or fails to pay interest on any New Bond or any applicable additional amounts when due and payable, and such failure continues for a period of 30 calendar days.
- (b) *breach of other obligations*: the Issuer does not perform or comply with any of its other obligations under the New Bonds, and such default is incapable of remedy or (if capable of remedy) is not remedied within 45 calendar days (or such longer period as the Trustee may in its sole discretion determine) after notice thereof has been given to the Issuer by the Trustee.
- (c) *cross-default*: the Issuer is in payment default in relation to any Public Indebtedness (other than the Eligible Bills) or guarantee thereof, or has the maturity of any Public Indebtedness (other than the Eligible Bills) accelerated; provided that the relevant Public Indebtedness exceeds US\$25,000,000 or its equivalent.
- (d) *moratorium*: the Issuer declares a moratorium in respect of its Public Indebtedness (other than the Eligible Bills).
- (e) *validity*: the Trustee is of the opinion (determined in its sole discretion) that the Issuer contests the validity of the New Bonds, denies any of its obligations thereunder, or it becomes unlawful for the Issuer to perform its obligations under the New Bonds as a

result of a change in law or regulation, or any final and unappealable ruling of any court in the Republic, or for any reason such obligations cease to be in full force and effect.

- (f) *consents*: any authorisation, consent of, or filing or registration with any governmental authority necessary for the performance of any payment obligation of the Issuer under the New Bonds, when due, ceases to be in full force and effect or remain valid and subsisting.

A declaration of acceleration may be rescinded in certain circumstances by the resolution in writing of the holders of at least 66.7 per cent. in aggregate principal amount of the outstanding New Bonds.

Clear Market

During the period from the Settlement Date to the date falling six (6) months after the Settlement Date (the “**Clear Market End Date**”), the Issuer shall not announce, issue or take any steps to issue any Public Indebtedness (other than the New Bonds); *provided, however*, that this shall not limit the issuance of bills of the Issuer during this period or other short-term non-marketable securities through the Clear Market End Date, nor the issuance of Public Indebtedness in connection with liability management exercises involving exchanges or similar exercises that do not involve the issuance of Public Indebtedness for cash consideration.

Limitation on Future Issuances

Without limitation of any other provisions hereof, from the Clear Market End Date through the date that is three (3) years from the Settlement Date (“**New Bond End Date**”), the Issuer will not announce, issue or take any steps to issue any Public Indebtedness other than the issuance of Tranches of New Bonds that can be consolidated with and form a single Series with any of the Series of the New Bonds that are issued on the issue date; *provided, however*, that for the avoidance of any doubt, this shall not limit the issuance of bills of the Issuer during this period or other short-term non-marketable securities through the New Bond End Date.

Modification Provisions

The New Bonds will contain provisions, commonly known as “collective action clauses,” based upon the model provisions issued by the International Capital Markets Association in 2014 regarding future modifications to the

terms of the New Bonds. Under these provisions, the Issuer may amend the payment and any other provisions of any series of New Bonds by aggregating voting across multiple series of debt securities issued by the Issuer (including the New Bonds as well as other series of debt securities that may be issued by the Issuer) with the consent of supermajorities of less than 100% all the holders of such New Bonds. These collective action clauses will allow the Issuer to (a) amend the payment provisions of any series of New Bonds and certain other reserved matters with the consent of the holders of at least 75% of the aggregate amount outstanding of such series and other non-reserved matters with the consent of the holders of at least 66 $\frac{2}{3}$ % of the aggregate amount outstanding of such series; (b) make reserved matter modifications affecting two or more series of debt securities with the consent of (1) holders of at least 66 $\frac{2}{3}$ % of the aggregate principal amount of the outstanding debt securities of all series that would be affected by that reserved matter modification (taken in aggregate) and (2) holders of more than 50% of the aggregate principal amount of the outstanding debt securities of each affected series (taken individually); and (c) make reserved matter modifications affecting two or more series of debt securities with the consent of holders of at least 75% of the aggregate principal amount of the outstanding debt securities of all affected series (taken in aggregate), provided that the proposed modifications are uniformly applicable to all affected series. For a complete understanding of the modification provisions, please refer to the Conditions.

Clearing and Settlement

The New Bonds shall be eligible for clearing and settlement through the CSD based on the CSD's rules in force from time to time.

Trustee

Consolidated Bank Ghana LTD. The Issuer has appointed the Trustee under the Trust Deed, for the purpose of protecting and enforcing the rights of the holders under the New Bonds under the New Bond Documentation. At any time after the New Bonds become due and payable, the Trustee may (at its own discretion and without further notice to the Issuer) institute such proceedings against the Issuer as it thinks fit to enforce the provisions of the New Bond Documentation. The Trustee shall provide quarterly updates on relevant matters to all holders of the New Bonds.

The Minister of Finance has issued a comfort letter dated 10 July 2023 to the Trustee on behalf of and for the benefit of all holders of the New Bonds (the **MoF Comfort Letter**). The Ministry of Finance has (under the MoF Comfort Letter) undertaken that it shall (for as long as the New Bonds remain outstanding) ensure that COCOBOD will have adequate resources to meet its liabilities to the holders of the New Bonds by exercising its power under the Cocobod Act to:

(a) every year, scrutinise the income and expenditure of COCOBOD for the following financial year to ensure that adequate provision is made for the satisfaction of COCOBOD's obligations to the holders of the New Bonds for the financial year under review in compliance with section 22 of the Cocobod Act; and

(b) observe the provisions of section 21 of the Cocobod Act to ensure that COCOBOD remains capitalised in compliance with applicable law.

The MoF Comfort Letter is not a guarantee of the obligations of COCOBOD under the New Bonds and does not make the Ministry of Finance liable to any contract made pursuant to the Invitation to Exchange.

Transfer Agent

CSD. The Transfer Agent is appointed pursuant to the terms of the Agency Agreement to act as transfer agent for the New Bonds by assisting the Issuer to issue the New Bonds (including assisting the Issuer to deposit the New Bonds in the CSD and acquire an ISIN for the New Bonds) and to transfer issued New Bonds in accordance with the New Bond Documentation and the rules of the CSD.

Calculation Agent

CSD. The Calculation Agent is appointed pursuant to the terms of the Agency Agreement to act as calculation agent for the purpose of calculating any interest payable under the New Bonds.

Registrar

CSD. The Registrar will maintain the Register electronically in a book-entry form. The Register will be held and updated by the CSD, which shall record the details of the New Bonds and the names, addresses and bank account details of each Bondholder.

Paying Bank

Consolidated Bank Ghana LTD. The Paying Bank is appointed pursuant to the terms of the Agency

Agreement to act as paying agent for the purpose of processing and effecting all payments due from the Issuer in respect of the New Bonds.

Governing Law and Jurisdiction

The New Bonds (including any non-contractual obligations arising from or in connection with any of them) are governed by, and will be construed in accordance with, Ghanaian law.

The Issuer is subject to the jurisdiction of the courts of Ghana in connection with any action arising out of or based upon the New Bonds brought by any Bondholder.

Form and Denomination

The New Bonds will be in registered dematerialised form and will be offered and sold in a minimum denomination of GHS1.00 and integral multiples of GHS1.00 thereof.

Listing

The New Bonds will be admitted to and traded on the Ghana Fixed Income Market of the Ghana Stock Exchange for secondary market trading.

FINANCIAL TERMS OF THE NEW BONDS

The table set forth below presents a summary description of certain financial terms of the New Bonds, and should be read in conjunction with the more detailed description of the bonds appearing elsewhere in this Exchange Memorandum. You should refer to "Terms and Conditions of the Invitation to Exchange" to determine your allocation of New Bonds.

New Bond due	Annual Interest Rate	Interest Payment	Maturity Date	Principal Repayment
2024	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2024	One single payment on the maturity date.
2025	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2025	One single payment on the maturity date.
2026	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2026	One single payment on the maturity date.
2027	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2027	One single payment on the maturity date.
2028	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2028	One single payment on the maturity date.

TRANSACTION TIMETABLE

The following summarizes the anticipated time schedule for the Invitation to Exchange, assuming, among other things, that we do not extend the Expiration Date or terminate Invitation to Exchange early. This summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this Exchange Memorandum. All references are to Greenwich Mean Time (GMT) unless otherwise noted. Eligible Holders of the Eligible Bills should inform themselves of any earlier deadlines that may be imposed by the CSD and/or any intermediaries, which may affect the timing of the submission of an Offer or Exchange Instruction.

<u>Date</u>	<u>Action</u>
14 July 2023 at 4:00 p.m. (GMT)	<i>Launch Date</i> On this date the COCOBOD launches the Invitation to Exchange.
14 July 2023 to 4 August 2023.....	<i>Invitation Period (unless extended or earlier terminated)</i> The Invitation is open during this period.
4 August 2023 at 4:00 p.m. (GMT)	<i>Expiration Date</i> Deadline for Eligible Holders to submit Offers.
On or about 7 August 2023	<i>Announcement Date</i> Announcement of acceptance of Offers by the COCOBOD.
11 August 2023	<i>Settlement Date</i> The COCOBOD takes steps to debit Eligible Bills from the CSD accounts of Eligible Holders whose Offers have been accepted. The COCOBOD shall also issue the New Bonds to such Eligible Holders by way of credit to their respective CSD accounts.

TERMS AND CONDITIONS OF THE OFFER TO EXCHANGE

General

The COCOBOD invites Eligible Holders (as defined below) holding Eligible Bills to voluntarily submit Offers to exchange Eligible Bills for New Bonds in this Invitation to Exchange on the terms and conditions set out in this section and in this Exchange Memorandum generally.

The Invitation to Exchange is made to Eligible Holders.

It is the responsibility of each holder of Eligible Bills, and not of the COCOBOD or its agents, to determine its eligibility as Eligible Holders. To determine whether an investor is the legal holder of record and/or an Eligible Holder, the COCOBOD may rely conclusively on the records and registry of the CSD. If the COCOBOD determines that a holder that submits an Offer or Exchange Instruction does not meet the requirements herein to participate in the Invitation to Exchange, the COCOBOD may, in its sole discretion, reject such Offer or Exchange Instruction.

Each holder of Eligible Bills delivering Offers or Exchange Instructions will represent and warrant, among others set forth under “*Representations, Warranties and Covenants Deemed to be Made by Eligible Holders Submitting Offers*” in this section, that it (i) has full power and authority to deliver such Offer or Exchange Instruction, (ii) has not relied on the CSD or the Information and Coordination Agent in connection with its investigation of the accuracy of the information contained in this Exchange Memorandum, and (iii) acknowledges that the information contained in this Exchange Memorandum has not been independently verified by the CSD or the Information and Coordination Agent and has been provided by us and other sources that we deem reliable. Use of this Exchange Memorandum for any other purpose is not authorised.

Purpose of this Invitation to Exchange

In the debt sustainability analysis that was conducted in connection with the staff level agreement with the International Monetary Fund (“IMF”) in December 2022, the debt of certain state-owned enterprises, such as the COCOBOD, was included in the debt perimeter of the Government of Ghana. The successful completion of this Invitation to Exchange will facilitate national economic growth and allow the Government of Ghana to restore sound public finance and public debt to sustainable levels. This Invitation to Exchange will also allow COCOBOD to restore the sustainability of its operations and lessen the fiscal burden it poses on the Government. The exchange of the shorter-term Eligible Bills for longer term New Bonds will enable COCOBOD to improve its financial position and redeem the New Bonds as and when they mature.

Invitation to Exchange Short-Term Bills for Longer-Term Bonds

This is an invitation to exchange short-term maturity bills for longer-term bonds with a longer-term principal maturity date. As such, an investment in the New Bonds contains

different risks than in an investment in the Eligible Bills. Please read this Exchange Memorandum carefully before submitting an Offer.

Terms and conditions of Invitation to Exchange

The Invitation to Exchange is made subject to the terms and conditions set out in this section and this Exchange Memorandum generally.

All Eligible Holders submitting Offers will be deemed to have accepted the terms and conditions of this Invitation to Exchange that are set out in this section and this Exchange Memorandum generally.

Offers generally

Each Eligible Holder should consult with his own professional advisors as to the legal, tax, business, financial, regulatory and related aspects of making an Offer in respect of this Invitation to Exchange. No person is authorised to make any representation on behalf of the COCOBOD to any Eligible Holder regarding the legal, tax, business, financial, regulatory and related aspects of making an Offer in respect of this Invitation to Exchange. Further, this Exchange Memorandum is not a recommendation by the COCOBOD or any other person, to make an Offer in respect of this Invitation to Exchange. Each Eligible Holder must make his own investigation and evaluation of the information set out in this Exchange Memorandum, and the merits of making an Offer in respect of this Invitation to Exchange.

Offers to exchange any of the Eligible Bills may only be submitted in a minimum principal amount of GHS1.00 and integral multiples of GHS1.00 in excess thereof. The minimum principal amount of the New Bonds to be issued to any Eligible Holder in the Invitation to Exchange will be GHS1.00 and the principal amount of such New Bonds will consist of integral multiples of GHS1.00.

Eligible Holders who respond by submitting Eligible Bills in exchange for New Bonds will be deemed to be making an Offer to the COCOBOD which the COCOBOD may or may not accept. All such Offers must be made in accordance with the procedures set out in Appendix 2 of this Exchange Memorandum. The COCOBOD reserves the right, in its sole discretion, to accept late Offers made by Eligible Holders.

Receipt by the CSD or the COCOBOD of any Offer does not constitute acceptance of such Offer by the COCOBOD, nor does such receipt constitute any representation or warranty by either the CSD or the COCOBOD as to the validity or completeness of any Offer made by an Eligible Holder, or that the Offer will be accepted.

Settlement Option

For the avoidance of doubt, notwithstanding the Invitation to Exchange Eligible Bills for the New Bonds, the COCOBOD in its sole discretion, may settle the Eligible Bills in full or in part and the Eligible Holders' subscription to receive New Bonds is voluntary.

Eligible Bills

Only the Eligible Bills are eligible for exchange for New Bonds in this Invitation to Exchange.

The Term Sheet for the New Bonds is set out in Appendix 1. Subject to the terms and conditions set out in this section, the COCOBOD reserves the right to (subject to the prior approval of the Ghana SEC) amend such Term Sheet at any time up to, and including, the Acceptance Date.

The Eligible Bills eligible for, and subject to, this Invitation to Exchange are in dematerialized form.

Following the tender of Eligible Bills, Eligible Holders will no longer be the holders of such Eligible Bills and will not receive any accrued interest on such Eligible Bills.

Principal Amount of New Bonds to be Received in Exchange for Eligible Bills

Eligible Holders whose validly submitted Offers are accepted by the COCOBOD will receive, on the Settlement Date, the New Bonds with an aggregate principal amount (rounded down to the nearest GHS1.00) equal to the principal amount of Eligible Bills tendered *plus* Accrued Interest Payable, which aggregate principal amount will be allocated between the five Series of New Bonds to be received by such Eligible Holders in accordance with the Exchange Consideration Ratios per principal amount of Eligible Bills tendered (including the Accrued Interest Payable in respect thereof).

For a description of the financial terms of the New Bonds, see "*Financial Terms of the New Bonds*" elsewhere in this Exchange Memorandum. The COCOBOD will publish the Term Sheet for the New Bonds on the Invitation Website.

Final Principal Payments and Interest Accrued and Unpaid

The COCOBOD is offering Eligible Holders accrued and unpaid interest ("**Accrued Interest Payable**") on their Eligible Bills validly tendered and accepted by the COCOBOD, calculated from and including the last interest payment date up to, but excluding, the Settlement Date, which amount will be paid to such Eligible Holders in the form of capitalized interest (rounded down to the nearest GHS1.00) added to the principal amount of the New Bonds.

Calculations

All calculations made in respect of principal and interest due on Eligible Bills made by the COCOBOD shall, in the absence of manifest error, be final and binding.

No Selling Restrictions

The New Bond Documentation will not restrict the ability of the New Bonds to be traded in the secondary markets.

Financial Terms of the New Bonds

Interest on the New Bonds will be paid in cash. See “*Financial Terms of the New Bonds*” above for a detailed description of the financial terms of the New Bonds.

Amendment and Extension of this Invitation to Exchange by the COCOBOD

The COCOBOD reserves the right to (subject to the prior approval of the Ghana SEC) amend any of the terms and conditions set out in this section or to terminate this Invitation to Exchange at any time before allotment of the New Bonds. The COCOBOD shall endeavour to notify Eligible Holders of any such amendments or termination promptly, by way of press release or a notice published on the Invitation Website, in each case as promptly as practicable. For the avoidance of doubt, the COCOBOD's rights to amend in its sole discretion, as set forth below and in this Exchange Memorandum relate only to the terms of this Invitation to Exchange during the pendency of the Invitation to Exchange and are not rights of the COCOBOD to unilaterally amend or modify the terms of the New Bonds following the Settlement Date.

These amendment rights of the COCOBOD shall include, but shall not be limited to, the right to act in its sole discretion in order to:

- (1) amend the coupon, maturity, or other commercial features of any or all the New Bonds, on a series by series basis or generally;
- (2) amend, shorten or extend any date set out in the transaction timetable for this Invitation to Exchange (including with respect to one or more series of Eligible Bills), or make provision for additional settlement dates or the period of this Invitation to Exchange generally;
- (3) determine whether any person can participate in this Invitation to Exchange as an Eligible Holder;
- (4) amend the procedures for making Offers;
- (5) waive any defect in any Offer submitted by an Eligible Holder, or grant any exceptions to the terms and conditions set out in this section or the procedures for making Offers set out in Appendix 2, either on a case by case basis or generally;
- (6) determine whether to accept or reject any Offer made by an Eligible Holder including a partial Offer, being an Offer made by an Eligible Holder in respect of less than his entire holding of Eligible Bills. The COCOBOD strongly discourages Eligible Holders from making such partial offers. In fact, by tendering their Eligible Bills, Eligible Holders represent and warrant that such Eligible Bills constitute all the Eligible Bills owned by them;
- (7) amend the procedures for the making, withdrawal and amendment of Offers by Eligible Holders;

- (8) amend the procedures for the receipt, acceptance and settlement of Offers, including the receipt, acceptance and settlement of late Offers;
- (9) exclude any series of Eligible Bills from this Invitation to Exchange; and
- (10) amend the terms and conditions set out in this section, or the procedures for making Offers set out in Appendix 2, with respect to Eligible Holders whose Eligible Bills are subject to a pledge.

Offers Other than under this Invitation to Exchange

The COCOBOD confirms that it has not made any other offer to Eligible Holders in connection with the Eligible Bills on terms more favourable than those disclosed in this Exchange Memorandum.

Blocking, Debit and Disclosure Instructions

By submitting an Offer or Exchange Instruction, Eligible Holders consent to the CSD's:

- blocking any attempt to transfer an Eligible Holder's Eligible Bills prior to the Settlement Date or the termination of the Invitation to Exchange;
- debiting the Eligible Holder's account on the Settlement Date in respect of all of such holder's Eligible Bills, or in respect of such lesser portion of a holder's Eligible Bills as are accepted for exchange by COCOBOD; and
- disclosing to the COCOBOD, its advisors and the Information and Coordination Agent any information that the CSD maintains regarding the applicable CSD participant account holder and the legal and beneficial owners of the Eligible Bills being tendered.

Upon a valid withdrawal of a submitted Offer or Exchange Instruction in accordance with the terms and conditions described herein, any blocking and debit instruction in connection with such Offer or Exchange Instruction will be automatically withdrawn.

Withdrawal Rights

If the COCOBOD (subject to the prior approval of the Ghana SEC) exercises its right to amend any term or condition of this Invitation to Exchange set out in this section of this Exchange Memorandum generally, and if the COCOBOD then determines that such amendment is materially adverse to the interest of some or all Eligible Holders, the COCOBOD shall also grant Withdrawal Rights to those affected Eligible Holders in respect of the Offers made by them, for a minimum period of three (3) days. If such Withdrawal Rights are made to apply, the COCOBOD shall endeavour to notify Eligible Holders promptly, by way of notice published on the Invitation Website.

For the avoidance of doubt, the COCOBOD may (subject to the prior approval of the Ghana SEC) choose to grant Withdrawal Rights to Eligible Holders in respect of Offers

made in respect of Eligible Bills on a series-by-series basis, such that in certain circumstance some, but not all, series of Eligible Bills may be eligible to exercise Withdrawal Rights.

Extension of Settlement Date and Longstop Date

The COCOBOD reserves the right to (subject to the prior approval of the Ghana SEC) extend the Settlement Date of this Invitation to Exchange (including with respect to one or more series of Eligible Bills) without offering Eligible Holders Withdrawal Rights, provided that such extended Settlement Date is not later than 14 August 2023 (the “**Longstop Date**”). The COCOBOD may (subject to the prior approval of the Ghana SEC) extend the Settlement Date beyond such Longstop Date and designate a new Longstop Date, but such extension will be subject to the granting of Withdrawal Rights for a minimum period of three (3) business days after the public announcement of such extension.

Expiration Date for Offers

Offers may be made by Eligible Holders after the Launch Date. All such Offers must be delivered by 4:00 p.m. GMT on the Expiration Date. The COCOBOD may in its sole discretion (and subject to the prior approval of the Ghana SEC) extend the Expiration Date (including for one or more series of Eligible Bills).

The deadlines set by any CSD Direct Participant to Eligible Holders will be earlier than the Expiration Date.

Acceptance of Offers by the COCOBOD and No Revocation Rights

All Offers made by Eligible Holders are irrevocable (subject to withdrawal rights described herein under certain limited circumstances).

The COCOBOD shall, in its sole discretion, determine whether to accept or reject any Offer (including late Offers), without any obligation to provide its reasons for doing so.

Announcement of Results of Invitation to Exchange

The COCOBOD intends to announce the results of this Invitation to Exchange on the Announcement Date.

Representations, Warranties and Covenants Deemed to be Made by Eligible Holders Submitting Offers

In addition to the other representations, warranties and covenants contained elsewhere in this Exchange Memorandum, by submitting an Offer or Exchange Instruction each Eligible Holder will be deemed to make the following representations, warranties and covenants to the COCOBOD:

- (1) the Eligible Holder is or will be the legal holder of record of the Eligible Bills by the Settlement Date, with full power and authority to make the Offer in respect of Eligible Bills for the purposes of this Invitation to Exchange;
- (2) the Eligible Holder meets the criteria of an Eligible Holder;
- (3) the Eligible Holder has accepted the terms and conditions of this Invitation to Exchange set out in this section and in the Exchange Memorandum generally;
- (4) there are no liens, pledges, charges, security interest, encumbrances, or similar restrictions (for the purposes of this paragraph only, "**restrictions**") on the Eligible Bills that are the subject of the Offer made by the Eligible Holder; or, if any such restrictions exist at the time the Offer is made, the Eligible Holder has made the necessary arrangements with any beneficiary of the restriction to either (i) remove the restriction at the time any Offer is made, so that the Eligible Bills may be accepted by the COCOBOD free of such restrictions but subject to the imposition of the restriction on the New Bonds issued in place of the Eligible Bills or (ii) to fully discharge the restriction on or before the Settlement Date;
- (5) not to assign, pledge or otherwise transfer or trade in the Eligible Bills subject of the Offer and consents to their immobilization at the CSD, in each case from the earlier to occur of any Offer or Exchange Instruction in respect of Eligible Bills sent by such Eligible Holder to a CSD Direct Participant or the direct submission of an Offer or Exchange Instruction in respect of such Eligible Bill directly to the CSD, as applicable; and
- (6) the Eligible Holder agrees to disclose to the COCOBOD, its advisors and the Information and Coordination Agent any information that the CSD maintains regarding the applicable CSD participant account holder, the legal and beneficial owner of the Eligible Bills and the Eligible Bills being tendered, and all the information included in the relevant instruction.

Final settlement and delivery of New Bonds

Any Offers accepted by the COCOBOD will result in the electronic cancellation of such Eligible Bills at the CSD on the Settlement Date.

On the Settlement Date the COCOBOD will issue the New Bonds to Eligible Holders whose Offers are accepted for credit to the account of such Eligible Holder at the CSD.

Where Eligible Bills are subject to any liens, pledges, charges, security interest, encumbrances, or similar restrictions (for purposes of this paragraph only, "**restrictions**") at the CSD, the Eligible Holder who has made an Offer or Exchange Instruction to exchange such Eligible Bills shall be deemed to represent and warrant to the COCOBOD that he has made the necessary arrangements with the party benefiting from the restriction, to release the restriction for the purposes of this Invitation to Exchange and where such restriction is recorded at the CSD shall be deemed to authorize the CSD to re-impose such restriction on the New Bonds when issued.

Treatment of New Bonds for Regulatory Purposes

The COCOBOD recognises that some of the Eligible Bills are held by banks, specialised deposit-taking institutions, pension funds, custodians, collective investment schemes, fund managers, licensed financial institutions, and other financial institutions regulated under Ghanaian law, as part of their liquid assets requirement and capital requirements for regulatory and prudential purposes. The relevant Ghanaian regulatory authorities have confirmed that New Bonds will qualify as liquid assets and for capital purposes under their respective regulatory and prudential regimes. Financial institutions may seek additional clarification from their relevant Ghanaian regulatory authority.

Validity of New Bonds

The COCOBOD will issue the New Bonds pursuant to the resolution of its board of directors at a meeting held on 16th May 2023 and the approval of the Minister of Finance dated 10 July 2023.

When issued, the New Bonds will be valid and enforceable by their holders in accordance with their terms.

Governing Law

This Exchange Memorandum and any contract arising from acceptance by the COCOBOD of Offers made by Eligible Holders will be governed by the laws of Ghana.

Information and Coordination Agent

Morrow Sodali Limited has been retained as Information and Coordination Agent in connection with this Invitation to Exchange. In its capacity as Information and Coordination Agent, Morrow Sodali Limited will, together with the CSD (i) distribute this Exchange Memorandum and assist with the delivery of Offers to exchange and (ii) collect Offers received from the CSD and certify the aggregate principal amount of the Eligible Bills covered by Offers received. The Information and Coordination Agent will receive customary fees for such services and reimbursement of its reasonable out-of-pocket expenses.

Any questions or requests for assistance concerning this Invitation to Exchange should be directed to the Arranger and copied to the Issuer at their email address and telephone numbers set forth in this Exchange Memorandum (please refer to "Key Contacts"). If you have any questions about how to deliver Offers pursuant to this Exchange Memorandum, you should contact the Arranger. Additional copies of this Exchange Memorandum and any other related documents, including any updates, may be accessed via the Invitation Website.

Notwithstanding anything else contained in this Exchange Memorandum or any other document in connection hereto, the Information and Coordination Agent may refrain without liability from doing anything that would or might in its opinion be contrary to any law (including any economic or financial sanctions law (and including sanctions

enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively and for the purpose of this paragraph only, "**Sanctions**")) of any state or jurisdiction (including but not limited to the United States of America or any jurisdiction forming a part of it, the European Union and England and Wales) or any directive or regulation (including any economic or sanctions directive or regulation (and including Sanctions)) of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

New Bond Documentation

Copies of the New Bond Documentation are available on the website of the COCOBOD and on the Invitation Website.

Conditions of the New Bonds

The following are the Conditions of the New Bonds to be issued by the Issuer under the Invitation to Offer. The Pricing Supplement in relation to any Series or Tranche may specify other terms and conditions, which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the following Conditions for the purpose of such Series or Tranche. The Conditions, as replaced or modified by the Pricing Supplement, will be incorporated by reference in each New Bond.

The New Bonds are issued subject to the Trust Deed. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed. Expressions defined in the Trust Deed and this Exchange Memorandum have the same meanings in these Conditions, unless otherwise defined herein.

1. AUTHORISATION AND ISSUE

Authorisation

The New Bonds are issued by the Issuer in accordance with, and subject to, these Conditions, which were approved by a resolution of the board of directors of the Issuer passed on 16 May 2023.

2. FORM, DENOMINATION, TITLE AND TRANSFER

2.1 Form of New Bonds

The New Bonds are in dematerialised form and will be electronically maintained on the CSD with an identifying number that will be recorded in the Register.

2.2 Denomination of New Bonds

New Bonds shall be issued in the denomination and currencies specified in the Pricing Supplement.

2.3 Title to the New Bonds

- 2.3.1 Title to the New Bonds shall pass by registration in the Register, unless Applicable Laws provide otherwise or provide for additional formalities for transfer of title. In so far as Applicable Law requires notification to the debtor for a valid transfer of title to the New Bonds, the registration of the transfer in the Register shall constitute evidence of this notification. Except as ordered by a court of competent jurisdiction or as required by law, the Bondholder, as reflected in the Register, shall be deemed to be and may be treated as the absolute owner for all

purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the Bondholder.

- 2.3.2 The Issuer shall issue a single Global Bond Certificate to the Trustee in respect of each Series or Tranche of New Bonds. The CSD shall maintain a record of Bondholders' respective electronic book entries in the Register showing the particulars of Bondholders and their respective holdings.
- 2.3.3 The Issuer, Trustee, and CSD shall recognise a Bondholder as the sole and absolute owner of the New Bonds registered in that Bondholder's name in the Register (notwithstanding any notice of change of ownership or writing thereon or notice of any previous loss or theft thereof) and the Trustee shall not be bound to request in writing the CSD to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which the New Bonds may be subject.

2.4 **Transfer of New Bonds**

- 2.4.1 No transfer of New Bonds may be registered unless a form of transfer has been delivered to the CSD as per the rules of the CSD relating to transfer of securities. Each form of transfer shall be in writing in the usual form or in any other form approved by the CSD. Each form shall be signed by the Bondholder or his duly authorised agent and be delivered to the CSD in respect of the New Bonds to be transferred and such evidence as to identity, title, authority and legal capacity of the transferor and transferee and their respective agents, if any, as the Issuer or the CSD, may reasonably require (the **Transfer Form**).
- 2.4.2 The Register shall contain the name, address and bank account details of the Bondholders. The Register shall set out the principal amount of the New Bonds issued to any Bondholder and shall show the date of such issue, the date upon which the Bondholder became registered as such and the unique serial numbers of all securities as pertains in the CSD system.
- 2.4.3 The CSD shall make information on Bondholders contained in the Register available to any Bondholder or any person authorised in writing by the Bondholder as they may reasonably request. The CSD shall not record any transfer other than on Business Days or while the Register is closed.
- 2.4.4 The Register shall be closed during the Book Closure Period. Bondholders entitled to participate in a distribution of interest or principal payment shall be those registered as such on the last Business Day

before the Book Closure Period.

- 2.4.5 The CSD shall alter the Register in respect of any change of name, address or bank account number of any of the Bondholders of which it is notified in accordance with these Conditions.
- 2.4.6 In the case of an exercise of the Issuer's right to a redemption, the CSD will change the holdings in the Register to reflect the redemption.
- 2.4.7 Exchange and transfer of New Bonds shall be effected according to the rules of the CSD and subject to charges by the CSD and brokers.
- 2.4.8 No Bondholder may require the transfer of a Bond to be registered during a Book Closure Period or after any such Bond has been called for redemption.

3. STATUS

3.1 Status of the New Bonds

The New Bonds constitute direct, unconditional and (subject to the provisions of Condition 4 (Negative Pledge)) unsecured obligations of the Issuer and rank (or will rank) *pari passu*, without any preference among themselves, and with all other present and future unsecured and unsubordinated obligations of the Issuer (save for certain obligations as may be required to be preferred by Applicable Law), provided, however, that the Issuer shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other unsecured and unsubordinated obligations of the Issuer and, in particular, shall have no obligation to pay other unsecured and unsubordinated obligations of the Issuer at the same time or as a condition of paying sums due on the New Bonds and vice versa.

4. NEGATIVE PLEDGE

4.1 Negative Pledge

So long as any Bond remains outstanding, the Issuer shall not, save for the exceptions set out below under Condition 4.2 (Exceptions), create, incur, assume or permit to arise or subsist any Encumbrance upon the whole or any part of its undertakings, assets or revenues, present or future, to secure (i) any of its Public Indebtedness; (ii) any guarantees in respect of its Public Indebtedness; or (iii) the Public Indebtedness of any other Person, unless at the same time or prior thereto, the Issuer's obligations under the New Bonds are secured equally and rateably therewith, to the satisfaction of the Trustee.

4.2 Exceptions

The following exceptions apply to the Issuer's obligations under Condition 4.1 (Negative Pledge):

- (d) any Encumbrance over an asset to secure Public Indebtedness of the Issuer or any guarantee by the Issuer of Public Indebtedness of any other Person incurred for the purpose of financing the acquisition or construction of such asset and any renewal and extension of such Encumbrance which is limited to the original asset covered thereby and which (in either case) secures any renewal or extension of the original secured financing;
- (e) any Encumbrance securing Public Indebtedness of the Issuer or any guarantee by the Issuer of Public Indebtedness of any other Person incurred for the purpose of financing all or part of the costs of the acquisition, construction or development of a project; provided that (A) the holders of such Public Indebtedness or guarantee expressly agree to limit their recourse to the assets and revenues of such project or the proceeds of insurance thereon as the principal source of repayments of such Public Indebtedness, and (B) the assets over which such Encumbrance is granted consists solely of such assets and revenues; and
- (f) any Encumbrance securing the Public Indebtedness of the Issuer or any guarantee by the Issuer of Public Indebtedness of any other Person which was in existence on the Deed Date.

5. INTEREST

5.1 Interest Payment Date

The New Bonds bear interest on their outstanding principal amount from and including their date of issue but excluding the Maturity Date, payable semi-annually in arrears on dates to be specified in the relevant Pricing Supplement (each, "**Interest Payment Date**"). Each period beginning on (and including) the Issue Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called "**Interest Period**".

5.2 Interest accrual

Each New Bond will cease to bear interest from and including its Redemption Date unless, upon due presentation, payment of the principal in respect of the New Bond is improperly withheld or refused or unless default is otherwise made in respect of payment. In such event, interest will continue to accrue until whichever

is the earlier of:

- (a) the date on which all amounts due in respect of such New Bond have been paid; and
- (b) 7 days after the date on which the full amount of the moneys payable in respect of such New Bonds has been received by the Paying Bank and notice to that effect has been given to the Bondholders in accordance with Condition 11 (Notices) (except to the extent that there is any subsequent default payment).

5.3 Calculation of Interest

The amount of interest payable in respect of each New Bond for any Interest Period shall be calculated by applying the rate of interest to the then outstanding principal amount of such New Bond, dividing the product by 2 and rounding the resulting figure to the nearest relevant currency unit. If interest is required to be calculated for any period other than an Interest Period, it will be calculated on the basis of a year of three hundred and sixty (360) days consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the actual number of days elapsed.

6. REDEMPTION, PURCHASE AND CANCELLATION

6.1 Redemption

Unless previously redeemed, purchased or cancelled, the New Bonds shall be redeemed on the Maturity Date in accordance with Condition 7 (Payment).

6.2 Optional redemption (Issuer Call)

6.2.1 If “**Issuer Call**” is specified as being applicable in the relevant Pricing Supplement, the Issuer may, having given notice to the Bondholders in accordance with Condition 11 (Notices) (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the New Bonds then outstanding, at the optional redemption amounts specified in the relevant Pricing Supplement, together, if appropriate, with interest accrued to (but excluding) the relevant date of the optional redemption. Any such redemption must be of a principal amount not less than the minimum redemption amount and not more than the maximum redemption amount, in each case as may be specified in the relevant Pricing Supplement.

6.2.2 In the case of a partial redemption of New Bonds, the New Bonds to be

redeemed (the **Redeemed Bonds**) will be selected in accordance with the rules of the CSD.

6.3 **Purchases**

- 6.3.1 The Issuer may at any time (if the market conditions are appropriate and subject to the prior approval of the SEC and notification of GFIM in accordance with Applicable Laws) purchase (or procure others to purchase for its account) all or any portion of the outstanding New Bonds at any price in the open market, by tender or by private treaty.
- 6.3.2 In the case of a purchase by tender, the terms for purchasing the outstanding New Bonds shall be as set out in a tender notice (which notice shall be irrevocable) to be published not less than 10 Business Days (but no more than 40 Business Days) to the effective date of the relevant purchase. The terms of any purchase shall include the purchase price (or the details of any switch for new New Bonds), the maximum acceptance amount (including any intention to purchase more or less than such maximum amount and the criteria for accepting more or less), the commencement date, the closing date, the results announcement date and the settlement date.
- 6.3.3 The Issuer shall not be bound to accept for purchase any outstanding New Bonds tendered pursuant to any tender notice. The acceptance (for purchase by the Issuer) of outstanding New Bonds shall be at the sole and absolute discretion of the Issuer and tenders may be rejected in whole or in part by the Issuer for any reason.
- 6.3.4 New Bonds so purchased may be held or resold or surrendered for cancellation, at the option of the Issuer. Any New Bonds so purchased, while held by or on behalf of the Issuer or any Affiliates, shall not entitle the Bondholder to vote at any Meeting and shall not be deemed to be outstanding for the purposes of calculating quorums at Meetings.

6.4 **Cancellation**

New Bonds purchased by or on behalf of the Issuer, or any affiliates may be cancelled and if so, together with all New Bonds redeemed by the Issuer, may not be reissued or resold and the obligations of the Issuer in respect of any cancelled New Bonds shall be discharged. New Bonds that have been cancelled shall be notified to the CSD.

7. PAYMENTS

7.1 General

7.1.1 All payments due under the New Bonds shall be made by the Issuer via electronic funds transfer to the Trust Account by 9:00 am from the 3rd Business Day before the relevant Payment Date. Such payment into the Trust Account by the Issuer shall be a valid discharge by the Issuer of its obligation to make the relevant Bond Repayment, *provided* that if any such payment is made after the relevant Payment Date, payment shall be deemed not to have been made by the Issuer until the full sum is paid to the Bondholders.

7.1.2 All payments shall be made in the following order of priority and ranking:

- (a) *first*, towards any interest then due and payable by the Issuer; and
- (b) *second*, towards any principal then due and payable by the Issuer.

7.2 Methods of payment

7.2.1 All payments shall be made in GHS when due and the amounts credited via bank transfer to Bondholders.

7.2.2 Payment instructions (for value on the due date) will be initiated on the Payment Date.

7.2.3 All payments in respect of the New Bonds are subject, in all cases, to any Applicable Laws, but without prejudice to the provisions of Condition 8 (Taxation).

7.2.4 No commissions or expenses shall be charged to the Bondholders in respect of such payments.

7.3 Payments on Business Days

Where payment is to be made in accordance with Condition 7.2.1 above, payment instructions will be initiated for value on the relevant Payment Date or (if the relevant Payment Date is not a Business Day) the Business Day immediately following that Payment Date. Bondholders will not be entitled to any interest or other payment for any delay beyond the Payment Date if the Payment Date is not a Business Day.

7.4 Partial payments

If at any time a partial payment of the principal and/or interest due is made in respect of any New Bond, the CSD shall endorse the Register with a statement indicating the amount and date of such payment.

7.5 Unclaimed payments

The Issuer shall submit a report of any unclaimed payments to the SEC on an annual basis.

8. TAXATION

All payments of interest made by the Issuer to the Bondholders in respect of the New Bonds will be subject to withholding tax under the Income Tax Act except where the Bondholder is exempt under Applicable Laws. The consideration payable in respect of the sale of the New Bonds is subject to withholding tax when paid by a corporate Bondholder, except where the Bondholder receiving the payment is exempt under Applicable Laws.

9. PRESCRIPTION

Claims against the Issuer for payments due under the New Bonds shall become void unless presented for payment within 6 years from the relevant Payment Date on which such payment first becomes due.

10. MEETINGS OF BONDHOLDERS, MODIFICATION & WAIVERS, INFORMATION AND SUBSTITUTION

10.1 Convening and conducting Meetings of Bondholders

10.1.1 The Trust Deed contains provisions for convening Meetings to consider any matter affecting their interests, including the modification of these Conditions and the Trust Deed. Those provisions have been summarised under this Condition 10.1.

10.1.2 The Issuer or the Trustee may convene a Meeting at any time in respect of the relevant Series Bonds or all New Bonds. The Issuer or the Trustee will determine the date, time and place for such Meetings and notify the Bondholders of the time, place and purpose of the Meeting not less than 21 and not more than 45 calendar days before the Meeting.

10.1.3 The Issuer or the Trustee shall convene a Meeting if so requested in writing by the relevant Series Bondholders or Bondholders holding not less than 10%

in aggregate of the total principal amount of the relevant Series Bonds or all New Bonds (as applicable) then outstanding (**Requisition Notice**). A Requisition Notice shall state the purpose of the Meeting and shall be served on the Issuer and the Trustee in accordance with Condition 11 (Notices). The Issuer or Trustee will determine the time and place of the Meeting and will notify the Bondholders within 10 days of receipt of the Requisition Notice of the time and place of the Meeting, which shall take place not less than 21 and not more than 45 calendar days after the date on which the Requisition Notice is given. If the Issuer does not proceed to call a Meeting within 30 calendar days of the service of the Requisition Notice, the requisitionists may instruct the Trustee to convene the Meeting, but the Meeting so convened shall be held within 60 calendar days from the date of service of the Requisition Notice and shall be convened as nearly as possible in the same manner as that in which Meetings may be convened by the Issuer. Notice of the Meeting so convened by the Trustee shall be given to the Issuer.

- 10.1.4 The Issuer or the Trustee shall give, to the Issuer or the Trustee and the Bondholders (or their agents), at least, 21 calendar days' written notice (specifying the place, day and time of the Meeting and the purpose of the Meeting). The notice period may be shortened if the relevant Series Bondholders, or Bondholders (as applicable) (of, at least, 51% of the outstanding aggregate of the face value of the relevant Series Bonds or all New Bonds (as applicable)) agree in writing to a shorter period. The notice (to be given in accordance with Condition 11 (Notices)) shall set out the full text of any resolutions to be proposed unless the Trustee agrees that the notice shall instead specify the nature of the resolutions without including the full text. The accidental omission to give such notice to the Issuer or the Trustee or any Bondholder (or their agents) or the non-receipt of any such notice, shall not invalidate the proceedings at a Meeting.
- 10.1.5 The chairman of a Meeting shall be appointed by the Trustee. An individual (who may, but need not, be a Bondholder) nominated in writing by the Trustee may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Trustee may appoint a chairman.
- 10.1.6 The chairman of a Meeting may (with the consent and direction of the Issuer and the Trustee) adjourn a Meeting. The Trustee or the Issuer shall give, at least, 14 calendar days' written notice of the place, day and time of an adjourned Meeting to the Issuer or the Trustee and each relevant Bondholder (or their agent). The notice shall state that the relevant Bondholders (present in person or by proxy at the adjourned Meeting) will constitute a quorum.

- 10.1.7 Any resolution put to vote at a Meeting shall be decided on a physical show of hands (**Physical Show of Hands**) or (in the case of a Meeting held by telephone, video conferencing or other electronic means of audio or audio/visual communication) by any audio and/or virtual form of reacting to the vote put in place by the Issuer (**Virtual Show of Hands**) unless (before or on the declaration of the result of the Physical Show of Hands or the Virtual Show of Hands (together, the **Show of Hands**)) a poll is demanded by the chairman of the Meeting, the Trustee, the Issuer or by any Bondholder (present in person or by proxy). A poll demanded on the election of a chairman or on the question of the adjournment of a Meeting shall be taken immediately. A poll demanded on any other question shall be taken at such time as the chairman directs and the result of such poll shall be deemed to be the resolution of the Meeting. In the case of an equality of votes, whether on a Show of Hands or on a poll, the chairman shall not be entitled to a casting vote in addition to the vote, if any, to which he is entitled.
- 10.1.8 On a Show of Hands each Bondholder (present in person or by proxy) shall have one vote. On a poll, each Bondholder (present in person or by proxy) shall have one vote for each value of the minimum denomination (as stated in the Pricing Supplement) of the outstanding aggregate of the total face value of the relevant Series Bonds or all New Bonds held by it. Any joint holders of New Bonds shall have only one vote on a Show of Hands and one vote on a poll for each value of the minimum denomination (as stated in the Pricing Supplement) of the outstanding aggregate of the total face value of the relevant Series Bonds or all New Bonds of which they are the registered holder and the vote may be exercised only by that holder present whose name appears first on the Register in the event that more than one of such joint holders is present in person or by proxy at the Meeting.
- 10.1.9 Bondholders may vote on a poll or on a Show of Hands either in person or through a proxy who is not required to be a Bondholder (appointed by a proxy form signed by the Bondholder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer of the corporation). The proxy form shall be deposited at the registered office of the Issuer or at the office where the Register is kept or at such other office as the Issuer may determine not less than 24 hours before the time appointed for holding the Meeting or adjourned Meeting at which the person named in such proxy form proposes to vote, and in default, the proxy form shall be invalid. No proxy form shall be valid after the expiration of 6 months from the date named in it as the date of its execution.

10.2 **Modification of Series Bonds only**

- 10.2.1 Subject to the prior approval of the SEC and any other Person whose consent is required in accordance with any relevant Pricing Supplement, any modification of any provision of, or any action in respect of, Series Bonds, may be made or taken if approved by a Single Series Ordinary Resolution, a Single Series Extraordinary Resolution or a Single Series Written Resolution as set out below.
- 10.2.2 For the purposes of a Series Meeting only and for the purposes of passing a Single Series Ordinary Resolution and/or a Single Series Extraordinary Resolution (each as defined below), at any Series Meeting, any one or more Persons (including proxies or representatives) present and holding New Bonds representing in the aggregate not less than 50% of the principal amount of the Series Bonds for the time being outstanding shall (except for the purposes of passing a Single Series Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any such Series Meeting unless the requisite quorum is present at the commencement of business. The quorum at any Series Meeting convened for the purpose of passing a Single Series Extraordinary Resolution shall be one or more Persons present (including proxies or representatives) and holding New Bonds representing in the aggregate not less than $66\frac{2}{3}$ per cent. of the principal amount of the New Bonds for the time being outstanding).
- 10.2.3 If within 15 minutes from the time fixed for any such Series Meeting a quorum is not present, the Series Meeting shall, if convened upon the requisition of Bondholders, be dissolved. In any other case, it shall stand adjourned for such period, being not less than 14 calendar days nor more than 42 calendar days, as may be determined by the chairman either at or after the Series Meeting. At such adjourned Series Meeting, one or more Persons (including proxies or representatives) present and holding New Bonds (whatever the principal amount of New Bonds so held or represented) shall form a quorum and may pass any resolution and decide upon all matters which could properly have been dealt with at the Series Meeting from which the adjournment took place had a quorum been present at such Series Meeting, provided that at any adjourned Series Meeting at which is to be proposed a Single Series Extraordinary Resolution, the quorum shall be one or more Persons so present (including proxies or representatives) holding New Bonds representing in the aggregate not less than $33\frac{1}{3}$ percent in the principal amount of New Bonds for the time being outstanding.
- 10.2.4 For the purposes of this Condition 10.2 (*Modification of Series Bonds only*):
- (a) a "**Single Series Ordinary Resolution**" means a resolution passed at a

Series Meeting duly convened and held in accordance with this Condition 10.2 (Modification of Series Bonds only) in respect of any matter other than a Reserved Matter, by a majority of at least 66⅔ percent of the votes cast;

- (b) a **"Single Series Extraordinary Resolution"** means a resolution passed at a Series Meeting duly convened and held in accordance with this Condition 10.2 (Modification of Series Bonds only) in respect of a Reserved Matter by a majority of at least 75% of the votes cast;
- (c) a **"Single Series Written Resolution"** means a resolution in writing signed or confirmed in writing by or on behalf of the holders of:
 - (i) in the case of a Reserved Matter, at least 75% of the aggregate principal amount of the outstanding New Bonds; or
 - (ii) the case of a matter other than a Reserved Matter, at least 66⅔ percent of the aggregate principal amount of the outstanding New Bonds; and
- (d) any Single Series Ordinary Resolution, Single Series Extraordinary Resolution duly passed or Single Series Written Resolution approved shall be binding on all the relevant Series Bondholders, whether or not they attended such Series Meeting, whether or not they voted in favour thereof and whether or not they signed or confirmed in writing any such Single Series Written Resolution, as the case may be.

10.3 Multiple Series Aggregation – Single Limb Voting

10.3.1 In relation to a proposal that includes a Reserved Matter, any modification to the terms and conditions of, or any action with respect to, two or more series of Debt Securities Capable of Aggregation may be made or taken (subject to the prior approval of the SEC and any other Person whose consent is required in accordance with any relevant Pricing Supplement) if approved by a Multiple Series Single Limb Extraordinary Resolution or by a Multiple Series Single Limb Written Resolution as set out below, provided that the Uniformly Applicable condition is satisfied.

10.3.2 For the purpose of this Condition 10.3 (Multiple Series Aggregation – Single Limb Voting):

- (a) any reference to **"debt securities"** means any bonds (including the New Bonds), notes, bills, debentures or other debt securities issued by the Issuer in one or more series with an original stated maturity of more than 90 calendar days;

- (b) **"Debt Securities Capable of Aggregation"** means those debt securities issued by the Issuer or an Affiliate of the Issuer which include or incorporate by reference this Condition 10 or provisions (substantially in these terms) which provide for such debt securities to be capable of being aggregated for voting purposes with other series of debt securities;
- (c) a **"Multiple Series Single Limb Extraordinary Resolution"** means a resolution considered at separate Meetings of the holders of each affected series of Debt Securities Capable of Aggregation, duly convened and held in accordance with the applicable rules, and which is passed by a majority of at least 75% of the aggregate principal amount of the outstanding debt securities of all affected series of Debt Securities Capable of Aggregation (taken in aggregate);
- (d) a **"Multiple Series Single Limb Written Resolution"** means each resolution in writing (with a separate resolution in writing or multiple separate resolutions in writing distributed to the holders of each affected series of Debt Securities Capable of Aggregation, in accordance with the applicable documentation) which, when taken together, has been signed or confirmed in writing by or on behalf of the holders of at least 75% of the aggregate principal amount of the outstanding debt securities of all affected series of Debt Securities Capable of Aggregation (taken in aggregate). Any Multiple Series Single Limb Written Resolution may be contained in one document or several documents in substantially the same form, each signed or confirmed in writing by (or on behalf of) the relevant Bondholders and the relevant holders of each affected series of Debt Securities Capable of Aggregation; and
- (e) any Multiple Series Single Limb Extraordinary Resolution duly passed or Multiple Series Single Limb Written Resolution approved shall be binding on all the relevant Bondholders and holders of each other affected series of Debt Securities Capable of Aggregation, whether or not they attended any meeting, whether or not they voted in favour thereof, whether or not any other holder or holders of the same series voted in favour thereof and whether or not they signed or confirmed (in writing) any such Multiple Series Single Limb Written Resolution, as the case may be.

10.3.3 The **"Uniformly Applicable"** condition will be satisfied if:

- (a) the holders of all affected series of Debt Securities Capable of Aggregation are invited to exchange, convert, or substitute their

debt securities, on the same terms, for (i) the same new instrument or other consideration or (ii) a new instrument, new instruments or other consideration from an identical menu of instruments or other consideration; or

- (b) the amendments proposed to the terms and conditions of each affected series of Debt Securities Capable of Aggregation would, following implementation of such amendments, result in the amended instruments having identical provisions (other than provisions which are necessarily different, having regard to the currency of issuance).

10.3.4 It is understood that a proposal in respect of a Multiple Series Single Limb Written Resolution will not be considered to satisfy the Uniformly Applicable condition if each exchanging, converting, substituting or amending holder of each affected series of Debt Securities Capable of Aggregation is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest accrued but unpaid and the same amount of consideration per amount of past due interest, respectively, as that offered to each other exchanging, converting, substituting or amending holder of each affected series of Debt Securities Capable of Aggregation (or, where a menu of instruments or other consideration is offered, each exchanging, converting, substituting or amending holder of each affected series of Debt Securities Capable of Aggregation is not offered the same amount of consideration per amount of principal, the same amount of consideration per amount of interest accrued but unpaid and the same amount of consideration per amount of past due interest, respectively, as that offered to each other exchanging, converting, substituting or amending holder of each affected series of Debt Securities Capable of Aggregation electing the same option from such menu of instruments).

10.3.5 Any modification or action proposed under Condition 10.3.1 above may be made in respect of some series only of the Debt Securities Capable of Aggregation and, for the avoidance of doubt, the provisions described in this Condition 10.3 (*Multiple Series Aggregation – Single Limb Voting*) may be used for different groups of two or more series of Debt Securities Capable of Aggregation simultaneously.

10.4 **Multiple Series Aggregation – Two Limb Voting**

10.4.1 In relation to a proposal that includes a Reserved Matter, any modification to the terms and conditions of, or any action with respect to, two or more series of Debt Securities Capable of Aggregation may be made or taken (subject to the prior approval of the SEC and any other Person whose consent is required in accordance with any relevant Pricing Supplement) if

approved by a Multiple Series Two Limb Extraordinary Resolution or by a Multiple Series Two Limb Written Resolution as set out below.

10.4.2 For the purpose of this Condition 10.4 (*Multiple Series Aggregation – Two Limb Voting*):

- (a) a “**Multiple Series Two Limb Extraordinary Resolution**” means a resolution considered at separate meetings of the holders of each affected series of Debt Securities Capable of Aggregation, duly convened and held in accordance with the applicable procedures, which is passed by a majority of:
 - (i) at least 66⅔ percent of the aggregate principal amount of the outstanding debt securities of all affected series of Debt Securities Capable of Aggregation (taken in aggregate); and
 - (ii) more than 50% of the aggregate principal amount of the outstanding debt securities in each affected series of Debt Securities Capable of Aggregation (taken individually).
- (b) a “**Multiple Series Two Limb Written Resolution**” means each resolution in writing (with a separate resolution in writing or multiple separate resolutions in writing distributed to the holders of each affected series of Debt Securities Capable of Aggregation, in accordance with the applicable bond documentation) which, when taken together, has been signed or confirmed in writing by or on behalf of the holders of:
 - (i) at least 66⅔ percent of the aggregate principal amount of the outstanding debt securities of all affected series of Debt Securities Capable of Aggregation (taken in aggregate); and
 - (ii) more than 50% of the aggregate principal amount of the outstanding debt securities in each affected series of Debt Securities Capable of Aggregation (taken individually),

any Multiple Series Two Limb Written Resolution may be contained in one document or several documents in substantially the same form, each signed or confirmed in writing by (or on behalf of) the relevant Bondholders and the relevant holders of each affected series of Debt Securities Capable of Aggregation.

10.4.3 Any Multiple Series Two Limb Extraordinary Resolution duly passed or Multiple Series Two Limb Written Resolution approved shall be binding on all the relevant Bondholders and holders of each other affected series of Debt

Securities Capable of Aggregation, whether or not they attended any meeting, whether or not they voted in favour thereof, whether or not any other holder or holders of the same series voted in favour thereof and whether or not they signed or confirmed in writing any such Multiple Series Two Limb Written Resolution, as the case may be.

10.4.4 Any modification or action proposed under Condition 10.4 (Multiple Series Aggregation – Two Limb Voting) may be made in respect of some series only of the Debt Securities Capable of Aggregation and, for the avoidance of doubt, the provisions described in this Condition 10.4 (*Multiple Series Aggregation – Two Limb Voting*) may be used for different groups of two or more series of Debt Securities Capable of Aggregation simultaneously.

10.5 **Reserved Matters**

In these Conditions, “**Reserved Matter**” means any proposal:

- (a) to change the dates (or the method of determining the dates) for payment of principal, interest or any other amount in respect of the New Bonds, to reduce or cancel the amount of principal, interest or any other amount payable on any date in respect of the New Bonds or to change the method of calculating the amount of principal, interest or any other amount payable in respect of the New Bonds on any date;
- (b) to change the currency in which any amount due in respect of the New Bonds is payable or the place in which any payment is to be made;
- (c) to change the majority or quorum required to pass a Single Series Ordinary Resolution, an Extraordinary Resolution, a Written Resolution or any other resolution of Bondholders or the number or percentage of votes required to be cast, or the number or percentage of New Bonds required to be held, in connection with the taking of any decision or action by or on behalf of the Bondholders or any of them;
- (d) to change this definition, or the definition of “Extraordinary Resolution”, “Single Series Ordinary Resolution”, “Single Series Extraordinary Resolution”, “Multiple Series Single Limb Extraordinary Resolution”, “Multiple Series Two Limb Extraordinary Resolution”, “Written Resolution”, “Single Series Written Resolution”, “Multiple Series Single Limb Written Resolution” or “Multiple Series Two Limb Written Resolution”;
- (e) to change the definition of “debt securities” or “Debt Securities Capable of Aggregation”;
- (f) to change the definition of “Uniformly Applicable”;

- (g) to provide for a (or change the) definition of “outstanding”;
- (h) to change the legal ranking of the New Bonds;
- (i) to change any provision of the New Bonds describing circumstances in which the New Bonds may be declared due and payable prior to their scheduled Maturity Date as set out under Condition 17 (Events of Default);
- (j) to change the law governing the New Bonds, the courts to whose jurisdiction the Issuer has submitted disputes related to the Programme Documents, any of the arrangements specified in the Programme Documents to enable proceedings to be taken, in respect of actions or proceedings brought by any Bondholder, as set out in Condition 15 (Governing law and jurisdiction);
- (k) to impose any condition on or otherwise change the Issuer's obligation to make payments of principal, interest or any other amount in respect of the New Bonds, including by way of the addition of a call option;
- (l) to modify the provisions of this Condition 10.5 (Reserved Matters);
- (m) except as permitted by any related Encumbrance, to release any agreement guaranteeing or securing payments under the New Bonds or to change the terms of any such Encumbrance; or
- (n) to exchange or substitute all the New Bonds for, or convert all the New Bonds into, other obligations or securities of the Issuer or any other Person, or to modify any provision of these Conditions in connection with any exchange or substitution of the New Bonds for, or the conversion of the New Bonds into, any other obligations or securities of the Issuer or any other Person, which would result in the Conditions as so modified being less favourable to the Bondholders which are subject to the Conditions as so modified than:
 - (i) the provisions of the other obligations or debt securities of the Issuer or any other Person resulting from the relevant exchange or substitution or conversion; or
 - (ii) if more than one series of other obligations or debt securities results from the relevant exchange or substitution or conversion, the provisions of the resulting series of debt securities having the largest aggregate principal amount.

10.6 Information to Bondholders

In addition to any requirement under this Exchange Memorandum and the Trust Deed for the Issuer to provide the Bondholders with any information, the Trustee shall publish the following in accordance with Condition 11 (Notices):

- (a) a description of the Issuer's economic and financial circumstances which are, in the Issuer's opinion, relevant to the request for any potential modification or action, a description of the Issuer's existing debts;
- (b) if the Issuer shall at the time have entered into an arrangement for financial assistance with multilateral and/or other major creditors or creditor groups and/or an agreement with any such creditors regarding debt relief, a description of any such arrangement or agreement;
- (c) the passing of any resolution or approval pursuant to this Condition 10 (Meetings of Bondholders, Modification & Waivers, Information and Substitution); and
- (d) the issuance of any Pricing Supplement.

10.7 Claims valuation

For the purpose of calculating the par value of the New Bonds and any affected series of debt securities which are to be aggregated with the New Bonds in accordance with this Condition 10 (Meetings of Bondholders, Modification & Waivers, Information and Substitution), the Issuer shall, with the approval of the Calculation Agent, promulgate the methodology in accordance with which the Calculation Agent will calculate the par value of the New Bonds and such affected series of debt securities. In any such instances, the Calculation Agent will be appointed as the calculation agent for each other affected series of debt securities for these purposes, and the same methodology will be promulgated for each affected series of debt securities.

10.8 New Bonds controlled by the Issuer

10.8.1 For the purposes of:

- (a) determining the right to attend and vote at any Meeting or the right to sign or confirm in writing (or authorise the signature of) any Written Resolution;
- (b) this Condition 10 (Meetings of Bondholders, Modification & Waivers, Information and Substitution); and

(c) Condition 17 (Events of Default),

any New Bonds which are for the time being held by or on behalf of the Issuer or by or on behalf of any Person which is owned or controlled directly or indirectly by the Issuer or its Affiliates shall be disregarded and be deemed not to remain outstanding.

10.8.2 A New Bond will also be deemed to be not outstanding if the New Bond has previously been cancelled or delivered for cancellation or held for reissuance but not reissued, or, where relevant, the New Bond has previously been called for redemption in accordance with its terms or previously become due and payable at maturity or otherwise and the Issuer has previously satisfied its obligations to make all payments due in respect of the New Bond in accordance with its terms.

10.9 **Exchange and conversion**

Any Extraordinary Resolutions or Written Resolutions which have been duly passed and which modify any provision of, or action in respect of, the Conditions may be implemented at the Issuer's option by way of a mandatory exchange or conversion of the New Bonds and each other affected series of debt securities, as the case may be, into new debt securities containing the modified terms and conditions if the proposed mandatory exchange or conversion of the New Bonds is notified to Bondholders at the time notification is given to the Bondholders as to the proposed modification or action. Any such exchange or conversion shall be binding on all Bondholders.

11. **NOTICES**

11.1 **Notices to Bondholders**

Notices to Bondholders will be deemed to be validly given if:

- (a) sent by first-class mail (if overseas) to them (or, in the case of joint holders, to the first-named in the Register) at their respective addresses as recorded in the Register (and such notice shall be deemed to have been validly given on the 10th Business Day after the date of postage);
- (b) published in a newspaper of general circulation in Ghana and approved by the Trustee (and such notice shall be deemed to have been validly given on the date of the publication);
- (c) published on the GFIM or any other stock exchange on which New Bonds

may be listed (and such notice shall be deemed to have been validly given on the date of the publication);

- (d) published on a nationally recognised and accessed online medium and approved by the Trustee (and such notice shall be deemed to have been validly given on the date of the publication); or
- (e) sent to the respective emails as recorded in the Register (and such notice shall be deemed to have been validly given when despatched).

11.2 Notices to the Issuer

Notices to the Issuer will be deemed to be validly given if delivered to the Issuer:

- (a) at its registered address and clearly marked on their exterior "*Urgent - Attention: The Chief Executive*" (or at such other address and for such other attention as may have been notified to the Bondholders in accordance with Condition 11.1 above or to the Trustee in accordance with Condition 11.3 below). Such notices will be deemed to have been validly given at the opening of business on the next Business Day on which the Issuer's registered address is open for business; or
- (b) via email to the email address and for the attention of the person set out under page 7 of this Exchange Memorandum (or such other email address and for such other attention as may have been notified to the Bondholders in accordance with Condition 11.1 above or to the Trustee in accordance with Condition 11.3 below). Such notices shall be deemed to have been validly given upon the despatch of the email.

11.3 Notices to the Trustee

Notices to the Trustee will be deemed to have been validly given if delivered to the Trustee:

- (a) at its registered office and clearly marked on their exterior "*Urgent - Attention: Emmanuel Boakye Ogyem*" (or such other address and for such other attention as may have been notified to the Bondholders in accordance with Condition 11.1 above or to the Issuer in accordance with Condition 11.2 above). Such notices will be deemed to have been validly given at the opening of business on the next Business Day on which the Trustee's registered address is open for business; or
- (b) via email to the email address and for the attention of the person set out under page 8 of this Exchange Memorandum (or such other email address and for such other attention as may have been notified to the Bondholders in accordance with Condition 11.1 above or to the Issuer in accordance

with Condition 11.2 above). Such notices shall be deemed to have been validly given upon the despatch of the email.

12. FURTHER ISSUES

12.1 Further issues

Subject to Conditions 12.2 (*Clear market*) and Condition 12.3 (*Limitation on further issues*) below, and any other condition stated in a Pricing Supplement, the Issuer may from time to time, without the consent of the Bondholders and in accordance with the Trust Deed, create and issue further securities ranking *pari passu* with the Series Bonds, Tranche Bonds or all New Bonds in all respects (except for interest, the first interest payment date and the Issue Date) and so that such further issues shall be consolidated and form a single Series with such outstanding New Bonds.

12.2 Clear market

During the period from the Issue Date to the date falling 6 months thereafter (the **Clear Market End Date**), the Issuer shall not announce, issue or take any steps to issue any Public Indebtedness (other than the New Bonds); *provided, however*, that this shall not limit the issuance by the Issuer of bills during this period or other short-term non-marketable securities, in each case through the Clear Market End Date, nor shall it limit the Issuer from issuing Public Indebtedness in connection with liability management exercises involving exchanges or similar exercises that do not involve the issuance of Public Indebtedness for cash consideration.

12.3 Limitation on further issuances

Without limiting any other provision under this Condition 12 (*Further issues*), from the Clear Market End Date through the date that is three (3) years from the Issue Date (the "**Additional Series Limitation End Date**"), the Issuer will not announce, issue or take any steps to issue any Public Indebtedness other than the issuance of Tranches that can be consolidated with and form a single Series with any of the New Bonds that are issued on the Issue Date; *provided, however*, that for the avoidance of any doubt, this shall not limit the issuance by the Issuer of bills or other short-term non-marketable securities during this period, and in each case, through the Additional Series Limitation End Date.

13. ENFORCEMENT

13.1 At any time after the Bonds become due and payable, the Trustee may (at its discretion and without further notice) institute such proceedings against the Issuer

as it may think fit to enforce the terms of the Trust Deed and the New Bonds, but it need not take any such proceedings unless:

- (a) it shall have been so directed by a Special Resolution; and
- (b) it shall have been indemnified to its satisfaction.

13.2 No Bondholder may proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

13.3 The Trustee shall apply the amounts received or recovered upon enforcement as follows:

- (a) *first*, towards the payment of all costs, expenses and liabilities incurred by the Trustee (or its agent) in the enforcement process or in the performance of its duties under these Conditions or the Trust Deed;
- (b) *second*, towards the payment of all outstanding amounts under the New Bonds and/or any unsubordinated and unsecured debts of the Issuer at the time. If the amounts received by the Trustee are not sufficient to pay such amounts in full, the Trustee shall apply them *pro rata* on the basis of the amount due to each Bondholder and/or unsubordinated and unsecured creditor entitled to such payment;
- (c) *third*, towards payment to any person entitled thereto in priority to the Issuer (if any); and
- (d) *fourth*, payment of the balance (if any) to the Issuer.

14. INDEMNIFICATION OF THE TRUSTEE

14.1 The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances. Subject to the fiduciary obligations of the Trustee to the Bondholders, the Trustee may enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit. The Trustee is not responsible for the validity, sufficiency or enforceability of the Trust Deed or the New Bonds, nor is the Trustee obliged to take any action unless indemnified and/or secured to its satisfaction. The Trustee is also entitled to be paid its costs and expenses in priority to the claims of the Bondholders.

14.2 In the exercise of its powers and discretion under these Conditions and the Trust Deed (including but not limited to those referred to in this Condition 14), the Trustee will have regard to the interests of the Bondholders as a class and

will not be responsible for any consequence of such exercise for individual Bondholders as a result of such Bondholders being connected in any way with a particular territory or otherwise, and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing law

The Conditions and/or the New Bonds are governed by, and shall be construed in accordance with, Ghanaian law.

15.2 Jurisdiction

The courts of Ghana shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Conditions and/or the New Bonds.

16. FINANCIAL COVENANTS

The Issuer shall determine and maintain such financial covenants as specified in a Pricing Supplement.

17. EVENTS OF DEFAULT

17.1 The Trustee may (at its discretion) or shall (if so directed by not less than 25% in aggregate principal amount of the New Bonds then outstanding) (subject in each case to being indemnified and/or secured to its satisfaction) give notice to the Issuer specifying any affected New Bonds and that such New Bonds are immediately due and repayable in the principal payment due together with accrued interest if, in the case of the New Bonds, any of the following Events of Default occurs:

- (a) **non-payment:** the Issuer fails to pay (in the case of principal) the principal on any of the New Bonds when the same becomes due and such failure continues for a period of 15 calendar days or (in the case of interest) the accrued interest due on any New Bonds when same becomes due, and such failure continues for a period of 30 calendar days;
- (b) **breach of other obligations:** the Issuer is in default in the performance, or is otherwise in breach, of any warranty, covenant, obligation, undertaking or other agreement under the New Bonds or the Trust Deed (other than a default or breach elsewhere specifically dealt with

in this Condition 17.1) and such default or breach (if capable of remedy) is not remedied within 45 calendar days (or such longer period as the Trustee may in its sole discretion determine) after notice thereof has been given to the Issuer by the Trustee;

- (c) **cross-default:** the Issuer is in payment default in relation to any Public Indebtedness (other than the Eligible Bills) or guarantee thereof, or has the maturity of any Public Indebtedness (other than the Eligible Bills) accelerated; provided that the relevant Public Indebtedness exceeds USD 25,000,000 or its equivalent;
- (d) **moratorium:** the Issuer declares a moratorium in respect of its Public Indebtedness (other than the Eligible Bills);
- (e) **consents:** any authorisation, consent of, or filing or registration with any governmental authority necessary for the performance of any payment obligation of the Issuer under the New Bonds, when due, ceases to be in full force and effect or remain valid and subsisting;
- (f) **invalidity or unenforceability:** the Trustee is of the opinion (determined in its sole discretion) that any of the following occurrences in this Condition 17(e) is materially prejudicial to the interests of the Bondholders:
 - (i) the validity of the New Bonds or the Trust Deed is contested by the Issuer;
 - (ii) it is or becomes unlawful for the Issuer to perform or comply with all or any of its obligations set out in the New Bonds or the Trust Deed as a result of a change in Applicable Law or any final and unappealable ruling of any Competent Authority or for any reason such obligations cease to be in full force and effect; or
 - (iii) the Issuer shall deny all or any of its obligations set out in the New Bonds or the Trust Deed (whether by a general suspension of payments or a moratorium on the payment of debt or otherwise).

- 17.2 If the Trustee receives notice in writing from the Bondholders holding (at least) 66.7% in aggregate principal amount of the Bonds then outstanding to the effect that the event of default is cured, the Trustee shall give notice thereof to the Issuer and all the Bondholders whereupon the relevant notice regarding the event of default shall be withdrawn and shall have no further effect but without prejudice to any rights or obligations which may have arisen before the Trustee gives such notice (whether pursuant to these conditions or otherwise). No such withdrawal shall affect any other or any subsequent event of default or any right of any Bondholder in relation thereto.

OVERVIEW OF THE ISSUER

Establishment and purpose of the COCOBOD

COCOBOD is a statutory corporation established pursuant to the Cocobod Act. The objects of COCOBOD include:

- (a) encouraging the production of cocoa, coffee and shea;
- (b) undertaking the cultivation of cocoa, coffee and shea;
- (c) purchasing, importing, undertaking and encouraging the manufacture and distribution in Ghana of market inputs used in the production of cocoa, coffee and shea;
- (d) regulating the marketing and export of cocoa, coffee and shea;
- (e) securing the most favourable arrangements for the purchase, inspection, grading, sealing and certification, export and sale of cocoa, coffee, and shea;
- (f) purchasing, marketing and exporting cocoa, cocoa products, coffee, shea and shea butter produced in Ghana; and
- (g) promoting the general welfare of cocoa, coffee and shea farmers in Ghana.

COCOBOD is further mandated to determine the prices to be paid to producers of cocoa, coffee and shea from time to time, pay for coffee beans, cocoa and shea purchased from such producers, establish purchasing and marketing organisations and regulate their operations, and provide seedlings, credit and other facilities to cocoa, coffee and shea farmers.

Directors of COCOBOD

COCOBOD is governed by a 11-member board of directors. The details of the directors are as follows:

No	Name	Position	Business occupation
1	Mr. Peter Mac Manu	Chairman	Entrepreneur/businessman
2	Hon. Joseph Boahen Aidoo	Chief executive	Research fellow and lecturer
3	Dr. Ernest Addison	Director	Governor of the Bank of Ghana/Banker

4	Dr. Mohammed Amin Adam	Director	Minister of State, Finance/ petroleum economist
5	Dr. Stephen Amoah	Director	Deputy Minister for Trade/financial economist
6	Mr. Yaw Frimpong Addo	Director	Deputy Minister of Food & Agriculture/development consultant
7	Mr. Kwadjo Asante	Director	Member of Parliament/businessman
8	Madam Nana Adwoa Dokua	Director	Entrepreneur/hotelier
9	Nana Johnson Mensah	Director	Farmer
10	Nana Obeng Akrofi	Director	Farmer
11	Mr. Edward Okoh Ampofo	Director	Civil servant

Management of COCOBOD

The daily operations of COCOBOD are overseen by an executive management team comprising the chief executive and 3 deputy chief executives. Currently, the chief executive is Hon Joseph Boahen Aidoo and his 3 deputies are Mr. E. Ray Ankrah, Dr. Ebenezer Owusu and Dr. Emmanuel Adem Opoku.

Supervision and regulation of COCOBOD

The Minister for Food and Agriculture is empowered under the Cocobod Act to (after consulting with the directors or management of COCOBOD) issue policy directives of a general nature to the board of directors, which shall be complied with. COCOBOD is also required to submit to the Minister for Food and Agriculture (with 6 months of the end of each year) a report covering its activities and operations during the year and including its audited accounts. The financial year of COCOBOD ends on 30 September each year. The Minister for Food and Agriculture is required to submit the report to Parliament within 2 months of receiving the report. The board of directors of COCOBOD is also required to submit copies of its annual report to the Minister of Finance, the Bank of Ghana and the Ghana Statistical Service.

COCOBOD is also subject to the provisions of the PFM Act since it is a public corporation within the meaning of the PFM Act. Accordingly, COCOBOD is subject to the provisions of the PFM Act and PFM Regulations, which (among others) require COCOBOD to borrow funds up to the limit determined by the Minister of Finance and consistent with an annual borrowing and recovery plan which has been approved by the Minister of Finance. As at the date of the Exchange Memorandum, the Minister of Finance has not set a limit in place. COCOBOD

undertakes borrowings with the prior approval of the Minister of Finance on a case-by-case basis.

Sources of revenue for COCOBOD

Under the Cocobod Act, COCOBOD is entitled to raise revenue from the following sources:

- (a) working capital provided by the Government of Ghana to COCOBOD to fund the undertaking of its mandate;
- (b) earnings from the export of Ghana cocoa and the other agricultural products under the mandate of COCOBOD; and
- (c) loans and other credit facilities obtained for the purpose of funding its activities.

Indebtedness of the Issuer

As at the date of the Exchange Memorandum, the total indebtedness of COCOBOD (excluding its Public Indebtedness, which is represented by the amounts outstanding under the Eligible Bills) is USD 877,426,763.58, comprising the aggregate principal drawn down under Facility A and Facility B. The relevant details of this indebtedness are as follows:

No	Facility	Principal drawn down (USD)	Amount outstanding (yet to be repaid)	Tenor	Interest rate per annum
1	Facility A	350,000,000	221,270,000	84 months	4.19%
2	Facility B	1,125,663,716.81	656,156,763.58	11 months	1.75%

The majority of the amounts outstanding under this indebtedness is ring-fenced in trustee collection accounts. The outstanding repayment on Facility A is funded on an annual basis to facilitate the payment of lenders.

Material Contracts

As at the date of this Exchange Memorandum (and other than in the ordinary course of business or except for the New Bond Documentation), COCOBOD has not entered into any contract within the 2 years preceding the date of the Exchange Memorandum which contain provisions under which it has an obligation or entitlement which is (or may be) material to its ability to meet its obligations in respect of the New Bonds. The agreements which COCOBOD enters into in the ordinary course of business include contracts for the purchase and sale

of cocoa, contracts for the purchase of fertiliser and agricultural implements, and contracts for the construction and/or rehabilitation of roads in cocoa producing areas.

(a) **Trust Deed**

The Trust Deed is the agreement under which the Issuer has appointed the Trustee as trustee for the protection and enforcement of the rights of the Bondholders under the Conditions. The Issuer may replace the Trustee, subject to the prior approval of the holders of 75% of aggregate outstanding principal under the New Bond (a **Special Resolution**). The Trustee holds the covenants made by the Issuer for the benefit of all Bondholders. Under the circumstances stated in the Conditions, the Trustee can be required (subject to it being indemnified and/or secured to its satisfaction) by a Special Resolution to exercise its powers under the Trust Deed. The Trust Deed prohibits Bondholders from proceeding directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

(b) **Agency Agreement**

The Agency Agreement is the agreement under which the Issuer appoints the CSD to act as registrar for the purpose of keeping the register of all Bondholders, transfer agent for the purpose of transferring the New Bonds through the processes stated under the Conditions, and calculation agent for the purpose of determining the amount of interest and principal payment each Bondholder is entitled to by any relevant Payment Date. The Issuer also appoints the Paying Bank as paying agent for the purpose of transferring the amounts due Bondholders from the trust account maintained by the Issuer with the Paying Bank into the accounts of the relevant Bondholders. Under the Agency Agreement, the Issuer is required to fund the trust account by the 3rd Business Day prior to any Payment Date and such payment by the Issuer shall be a valid discharge by the Issuer of its obligation to make the relevant payment.

Litigation

As at the date of this Exchange Memorandum, COCOBOD is engaged and/or is aware of the following legal, arbitral, administrative or other proceedings being threatened or pending (either as defendant or otherwise), the results of which might have a significant effect on its financial position or operations:

Suit No. CM/MISC/0749/2019

IN THE MATTER OF AN ARBITRATION UNDER THE ALTERNATIVE DISPUTE RESOLUTION ACT, 2010 (ACT 798) AND IN THE MATTER OF AN APPLICATION TO SET ASIDE OR VARY AN ARBITRAL AWARD PURSUANT TO SECTION 58 OF THE ALTERNATIVE DISPUTE

RESOLUTION ACT, 2010 (ACT 798) BETWEEN COCOBOD V AGRICULT GHANA LTD, SARAGO LTD, ALIVE INDUSTRIES LTD

This is an appeal filed by COCOBOD against the decision of the High Court to set aside an arbitral award which was made against the respondents and in favour of COCOBOD. The respondents had sought (through the arbitral proceedings) to enforce certain fertilizer supply contracts worth USD 45,960,000 which they entered into with COCOBOD but which were subsequently terminated by COCOBOD. The arbitral panel (by an award given on 4 February 2019) held that the respondents were not entitled to their claims, whereupon the respondents initiated an action in the High Court to set aside the arbitral award. The High Court, by a judgment delivered on 9 October 2019, set aside the arbitral award. COCOBOD filed its appeal against the decision of the High Court on 24 October 2019 and the appeal is currently pending. In the event that Cocoa Board is unsuccessful with the appeal, the respondents may initiate fresh arbitration proceedings against COCOBOD to recover USD 45,960,000 plus accrued interest under the impugned fertilizer supply contracts.

Principal risks factors

(a) Economic instability risk

Ghana, as an emerging economy, is subject to constant macroeconomic instabilities. Some of those macroeconomic concerns relate to inflation, currency depreciation, and unemployment amongst others. Within periods of unstable economic environments, COCOBOD may find it more difficult to generate enough revenue to meet its debt obligations.

(b) IMF programme related risk

On May 18 2023, the executive board of the IMF approved an approximately USD 3 billion extended credit facility programme for the Government of Ghana. Disbursements under the IMF Programme are conditioned on the successful implementation of certain agreed policy plans by the Ghanaian government. Failure by Ghana to successfully implement the policy plans supported under the IMF Programme could delay or prevent future disbursements, which could in turn negatively affect Ghana's ability to meet its domestic and international debt obligations. If this were to happen, it would negatively affect the Ghanaian economy, indirectly affecting COCOBOD and potentially its ability to meet its payment and other obligations under the New Bonds.

(c) **Commodity volatility risk**

COCOBOD's revenues depend largely on the proceeds from the sale of cocoa, coffee and other crops. These commodities are, however, highly susceptible to extreme volatility in terms of variations in crop yield and/or crop prices, weather conditions, external market dynamics, geopolitics and global growth conditions. In particular, cocoa trees and coffee plants are sensitive to changing weather conditions, which might be exacerbated by climate change, as well as also being exposed to the spread of disease, which necessitates their regular replacement with more resistant crop varieties. The cocoa sector is highly vulnerable to global price volatility and to weather-related shocks. The economic performance of the agricultural sector is also dependent on international demand and commodity prices. For instance, cocoa and coffee prices have fluctuated significantly in the past and may fluctuate in the future. According to the International Cocoa Organization ("**ICCO**"), the ICCO daily price peaked in 2018 at US\$ 2,799 per ton on 1 May 2018 (compared to a peak of US\$ 2,262 per ton for 2017), and increased by 25% between 29 December 2017 and 31 December 2018 (after a decrease by 24% between 29 December 2016 and 29 December 2017). The beginning of the 2017/2018 crop year saw about 30% drop in the international price of cocoa which led to COCOBOD registering budget deficits and losses in its financials due to the consistently low price. Cocoa prices have since resumed an upward trajectory in the course of the current 2022/2023 season as a result of anticipated supply deficit in the next coming years. Any decrease in the production, demand for or price in cocoa could have a material adverse effect on COCOBOD's export earnings and, therefore, its ability to service the New Bonds.

(d) **Secondary market risk**

The New Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their New Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of the New Bonds.

(e) **Market price risk**

The market price of the New Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's

operating results, adverse business developments, changes to the regulatory environment in which the Issuer operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of New Bonds. In addition, in recent years, the global financial markets have experienced significant price and volume fluctuations which, if repeated in the future, could adversely affect the market price of the New Bonds without regard to the Issuer's results of operations or financial condition.

(f) **Unsecured bonds risk**

The Issuer's obligations under the New Bonds constitute unsecured obligations of the Issuer. Accordingly, any claims against the Issuer under the New Bonds would be unsecured claims. The ability of the Issuer to pay such claims will depend upon, among other factors, its liquidity, overall financial strength and cash flows.

(g) **Regulatory changes risk**

COCOBOD is subject to applicable laws. The introduction of changes in, or the inconsistent or unpredictable application of, applicable laws from time to time may materially affect its operations.

(h) **New Bond conditions amendment risk**

The conditions of the New Bonds contain provisions for making material changes to the governing terms and conditions under the New Bond Documentation by defined majorities which will be binding on all holders of the New Bonds. As a result, such binding decisions made by the majority of the relevant holders of the New Bonds may be adverse to the interests of potential investors.

(i) **Non-petition risk**

Each Bondholder will be deemed to have agreed that it will not (without the prior approval of the Trustee), at any time, institute against the Issuer (or join any institution against the Issuer) any insolvency, liquidation, reorganisation, arrangement proceedings or other similar proceedings under any applicable law in connection with the obligations of the Issuer relating to the New Bonds, the New Bond Documentation or otherwise owed to the holders of the New Bonds.

(j) **Duration risk**

This is an invitation to exchange short-term maturity bills for longer-term bonds with a longer-term principal maturity date. As such, an investment in the New Bonds contains different risks than an investment in the Eligible Bills as both instruments belong to different investment asset classes. The maximum investment term for Eligible Holders under the Eligible Bills was 182 calendar days (i.e. less than 1 year), while Bondholders will not begin to receive repayment until 2024 through to 2028.

(k) **COCOBOD specific risks**

Effects of the national macroeconomic environment on COCOBOD's operations

The national macroeconomic environment impacts the operations of COCOBOD directly. COCOBOD normally sources foreign exchange which is surrendered to the Bank of Ghana in exchange for Ghana Cedis to pay farmers and satisfy its other local financial obligations. On the other hand, COCOBOD's operations depend on inputs which are imported by third party suppliers. Therefore, the effect of the foreign exchange rate (especially the USD/GHS exchange rate) affects the prices at which COCOBOD pays for its inputs and the volume of GHS receipts available to COCOBOD for cocoa purchases. The producer pricing for cocoa depends on the world market price of cocoa, the volume of expected production and the USD/GHS exchange rate dynamics. Inflation in the Ghanaian economy impacts the real value of income earned by cocoa farmers and where the foreign exchange rate dynamics lead to the depreciation of the GHS, there is the heightened risk that smugglers may take advantage of the price differential that may exist between Ghana and its neighbouring countries. The situation affects the volume of Ghana's yields and is typically dealt with and mitigated by COCOBOD making liquidity readily available to licensed buying companies to pay farmers promptly. These factors increase the operating costs of COCOBOD and result in the significant exchange rate differences which are recorded in COCOBOD's financial statements.

COCOBOD is exposed to risks of changing political policies and instability due to political changes in the Government of Ghana

The board of directors of COCOBOD are appointed by the President of Ghana and draw from the composition of certain ministerial appointments.

Changes to the reigning political party, electoral changes to the Government of Ghana or ministerial reshuffles within a reigning Government may result in the dissolution of the board of directors or changes to their composition. These changes may create uncertainty or instability within COCOBOD, thereby adversely impacting its quality of leadership and its financial performance.

Risks related to potential litigation in respect of contracts awarded for supply of agricultural inputs and construction of cocoa roads

Potential litigation may arise in connection with procurement contracts awarded by COCOBOD for the supply of agricultural inputs or the construction of road projects. The risk of litigation primarily relates to alleged breaches of due process under procurement laws and unlawful termination of or interference with contractual rights. The ongoing dispute involving Agricult Ghana Ltd, Sarago Ltd and Alive Industries Ltd (see *Litigation* above) exemplifies such risks. If these disputes result in adverse judgments against COCOBOD, COCOBOD will be exposed to judgment debts, thereby adversely impacting on the ability of COCOBOD to meet its obligations under the New Bonds.

Pests and disease infestation

Pests and diseases associated with cocoa farming have traditionally included capsid infestation and blackpod, which are caused by the various fungal strains of phytophthora. Cocoa farming is also susceptible to the incidence and spread of the cocoa swollen shoot virus disease (CSSVD). These pests and diseases may affect the yield of cocoa, thereby reducing COCOBOD's revenue and consequently, the ability of COCOBOD to meet its obligations under the New Bonds. COCOBOD's mass spraying exercise is used to control the impact of such pests and diseases. The expansion of the CSSVD treatment (the rehabilitation, replanting and the maintenance of cocoa farms) with extension support is intended as an intervention to curb the devastating impact of CSSVD.

Threats to cocoa production

Illegal mining and competing use of cocoa farmlands for other crops pose a serious threat to Ghana's cocoa production, especially in the western regions of Ghana where incentive to cash in on illegal mining and other competing crops is very strong due to the immediate realization of cash from the sale of cocoa farmlands. These activities may result in reduced

yields of cocoa, thereby reducing COCOBOD's revenue and consequently, the ability of COCOBOD to meet its obligations under the New Bonds. However, COCOBOD in partnership with the Government is embarking on active collaboration with the Minerals Commission to ensure that cocoa lands are free of mining activities. The Government is implementing a policy to direct Ghanaian youth into agriculture, particularly cocoa production. This policy is meant to cushion lives in the rural communities whose sources of livelihood revolve around cocoa farming.

Tax consequences

Currently the Ghana COCOBOD's income is exempt from tax and (except where the relevant holders of the New Bonds are exempted by applicable law):

- (a) the Issuer is required to withhold tax at the rate of 8% on all interest payments to holders of the New Bonds;
- (b) gains derived by a corporate Bondholder from trading (or the sale of) the New Bonds will be included in the assessable income of that corporate Bondholder and taxed at the general corporate income tax rate of 25%;
- (c) gains made by natural persons who are holders of the New Bonds from trading (or the sale of) the New Bonds may be taxed at an optional rate of 25%; and
- (d) payments from corporate entities of the consideration in respect of the sale of the New Bonds is subject to withholding tax of 3% where the payment is being made to a resident and 10% in the case of non-residents.

Eligible Holders are advised to seek professional tax advice concerning their specific tax obligations relating to investing in the New Bonds.

Documents available for inspection

As long as any New Bonds are outstanding, certified copies of the following documents will be available for inspection by holders of the New Bonds, on request, at the principal place of business of the Trustee on its working days and during normal business hours:

- (a) the Cocobod Act;
- (b) this Exchange Memorandum;
- (c) the Trust Deed;

- (d) the Agency Agreement;
- (e) each Pricing Supplement;
- (f) the extracted minutes of the meeting of the board of directors of COCOBOD approving the terms of the Invitation to Exchange;
- (g) the letter from the Minister of Finance dated 10 July 2023 and authorising COCOBOD to undertake the Invitation to Exchange;
- (h) the MoF Comfort Letter;
- (i) copies of the loan documentation in respect of Facility A;
- (j) copies of the loan documentation in respect of Facility B;
- (k) the annual financial statements of the Issuer for the 5 years preceding the date of the Exchange Memorandum (except 2022); and
- (l) each subsequent annual report of COCOBOD (including the annual report for 2022) as and when provided by the Issuer to the Minister for Finance.

APPENDIX 1

Term Sheet for the New Bonds



THE GHANA COCOA BOARD

TERM SHEET FOR THE INVITATION TO EXCHANGE AND THE NEW BONDS

I. TERMS OF THE INVITATION TO EXCHANGE

ELIGIBLE HOLDERS:	Holders of the Ghana Cocoa Board (the “ COCOBOD ”) bills set forth on Schedule 2 (the “ Eligible Bills ”)
DEBT EXCHANGE OFFER:	Eligible Holders whose validly submitted Offers are accepted by the COCOBOD will receive on the Settlement Date the New Bonds with an aggregate principal amount (rounded down to the nearest GHS1.00) equal to the principal amount of Eligible Bills tendered plus Accrued Interest Payable, which aggregate principal amount will be allocated between the five Series of New Bonds to be received by such Eligible Holders in accordance with the Exchange Consideration Ratios per principal amount of Eligible Bills tendered (including the Accrued Interest Payable in respect thereof)
EXCHANGE RATIOS:	As set out in Schedule 3
EXCHANGE MEMORANDUM:	The Invitation to Exchange is being made pursuant to the Exchange Memorandum of the COCOBOD dated 14 July 2023 (the “ Exchange Memorandum ”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Exchange Memorandum
EXPIRATION DATE:	4 August 2023
SETTLEMENT DATE:	11 August 2023

II. COMMON TERMS OF THE NEW BONDS

ISSUER:	The COCOBOD
CURRENCY OF DEMONINATION AND PAYMENT:	GHS
NOMINAL HAIRCUT ON PRINCIPAL:	0%
PAST DUE AND ACCRUED INTEREST:	Capitalized interest (" Accrued Interest Payable ") added to the principal amount
FORM AND DENOMINATION:	The New Bonds will be in registered dematerialised form and will be offered and sold in a minimum denomination of GHS1.00 and integral multiples of GHS1.00 thereof
TAXATION:	The COCOBOD is required by Ghanaian law to withhold tax at the rate of 8% on all interest payments to Bondholders, except where a bondholder is exempted by applicable law
INSTRUMENT TYPE:	Registered and transferable
REGISTRAR AND CLEARING SYSTEM:	The New Bonds will be registered in an electronic format in the Central Securities Depository
OPTIONAL REDEMPTION:	At par
LISTING:	The New Bonds will be admitted to and traded on the Ghana Fixed Income Market of the Ghana Stock Exchange for secondary market trading

III. FINANCIAL TERMS OF THE NEW BONDS **(as set forth in more detail on Schedule 1 hereto)**

Maturity:	Different maturities from 2024 to 2028 (see Schedule 1)
Interest Rate:	13.0%
Principal Payment:	Bullet
Interest Payment Dates:	Interest payable semi-annually, in arrears, commencing in February 2024

IV. OTHER TERMS AND CONDITIONS OF THE NEW BONDS

DOCUMENTATION:	New Bond Documentation (as defined in the Exchange Memorandum)
TRUSTEE:	Consolidated Bank Ghana LTD

GOVERNING LAW:	The New Bonds (including any non-contractual obligations arising from or in connection with any of them) are governed by, and will be construed in accordance with Ghanaian law
STATUS:	The Bonds constitute direct, unconditional and (subject to the provisions of the Negative Pledge) unsecured obligations of the COCOBOD and (subject as provided above) will rank pari passu, without any preference among themselves, and with all other present and future unsecured and unsubordinated obligations of the COCOBOD, save only for such obligations as may be preferred by mandatory provisions of applicable law; provided, however, that Ghana shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other unsecured and unsubordinated obligations of the COCOBOD and, in particular, shall have no obligation to pay other unsecured and unsubordinated obligations of the COCOBOD at the same time or as a condition of paying sums due on the New Bonds and vice versa
NEGATIVE PLEDGE:	So long as any of the New Bonds remain outstanding, the Ghana COCOBOD will not, save for certain standard exceptions create, incur, assume or permit to subsist any security interest upon the whole or any part of its present or future assets, undertakings or revenues to secure (i) any of its Public Indebtedness; (ii) any guarantees in respect of its Public Indebtedness; or (iii) the Public Indebtedness of any other person; without at the same time or prior thereto securing the New Bonds equally and rateably therewith
EVENTS OF DEFAULT:	<p>Holders who hold not less than 25 percent in aggregate principal amount of the New Bonds then outstanding may declare the New Bonds to be immediately due and payable together with accrued interest at their outstanding principal amount in any of the following events:</p> <ul style="list-style-type: none"> (a) <i>non-payment</i>: the COCOBOD fails to pay any principal on any New Bond when due and payable and such failure continues for a period of 15 calendar days; or fails to pay interest on any New Bond or any applicable additional amounts when due and payable, and such failure continues for a period of 30 calendar days (b) <i>breach of other obligations</i>: the COCOBOD does not perform or comply with any of its other obligations under the New Bonds, and such default is incapable of remedy or (if capable of remedy) is not remedied within 45 calendar days (or such longer period as the Trustee may in its sole discretion determine) after

notice thereof has been given to the Issuer by the Trustee

- (c) *cross-default*: the COCOBOD is in payment default in relation to any Public Indebtedness (other than the Eligible Bills) or guarantee thereof, or has the maturity of any Public Indebtedness (other than the Eligible Bills) accelerated; provided that the relevant Public Indebtedness exceeds US\$25,000,000 or its equivalent
- (d) *moratorium*: the COCOBOD declares a moratorium in respect of its Public Indebtedness (other than the Eligible Bills)
- (e) *validity*: the Trustee is of the opinion (determined in its sole discretion) that COCOBOD contests the validity of the New Bonds, denies any of its obligations thereunder, or it becomes unlawful for the COCOBOD to perform its obligations under the New Bonds as a result of a change in law or regulation, or any final and unappealable ruling of any court in the Republic, or for any reason such obligations cease to be in full force and effect
- (f) *consents*: any authorisation, consent of, or filing or registration with any governmental authority necessary for the performance of any payment obligation of the COCOBOD under the New Bonds, when due, ceases to be in full force and effect or remain valid and subsisting

A declaration of acceleration may be rescinded in certain circumstances by the resolution in writing of the holders of at least 66.7 per cent. in aggregate principal amount of the outstanding New Bonds

MODIFICATION PROVISIONS:

The New Bonds will contain provisions, commonly known as "collective action clauses," based upon the model provisions issued by the International Capital Markets Association in 2014 regarding future modifications to the terms of the New Bonds. Under these provisions the COCOBOD may amend the payment and any other provisions of any series of New Bonds by aggregating voting across multiple series of debt securities issued by the COCOBOD (including the New Bonds as well as other series of debt securities that may be issued by the COCOBOD) with the consent of supermajorities of less than 100% all the holders of such New Bonds. These collective action clauses will allow the COCOBOD to (a) amend the

payment provisions of any series of New Bonds and certain other reserved matters with the consent of the holders of at least 75% of the aggregate amount outstanding of such series and other non-reserved matters with the consent of the holders of at least 66 ²/₃% of the aggregate amount outstanding of such series; (b) make reserved matter modifications affecting two or more series of debt securities with the consent of (x) holders of at least 66 ²/₃% of the aggregate principal amount of the outstanding debt securities of all series that would be affected by that reserved matter modification (taken in aggregate) and (y) holders of more than 50% of the aggregate principal amount of the outstanding debt securities of each affected series (taken individually); and (c) make reserved matter modifications affecting two or more series of debt securities with the consent of holders of at least 75% of the aggregate principal amount of the outstanding debt securities of all affected series (taken in aggregate), provided that the proposed modifications are uniformly applicable to all affected series

Schedule 1 to Term Sheet

Financial Terms of the New Bonds

New Bond due	Annual Interest Rate	Interest Payment	Maturity Date	Principal Repayment
2024	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2024	One single payment on the maturity date.
2025	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2025	One single payment on the maturity date.
2026	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2026	One single payment on the maturity date.
2027	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2027	One single payment on the maturity date.
2028	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2028	One single payment on the maturity date.

Schedule 2 to Term Sheet

The Eligible Bills

The following tables set forth the series of Eligible Bills subject to the Invitation to Exchange (collectively, the “**Eligible Bills**”).

S/N	Tender Number	ISIN	Issued Date	Maturity Date	Principal Amount (GHS)	Maturity Amount (GHS)	Local Individuals Included (GHS)
1	6164	GHGCMB069437	05-Jan-23	06-Jul-23	68,245,301.28	80,873,735.00	28,295,693.00
2	6166	GHGCMB069627	19-Jan-23	20-Jul-23	775,431,592.00	895,578,460.00	-
3	6167	GHGCMB069742	03-Feb-23	04-Aug-23	925,837,546.00	1,072,591,807.00	-
4	6168	GHGCMB069791	07-Feb-23	08-Aug-23	2,027,996,332.46	2,354,722,292.00	-
5	6169	GHGCMB070245	14-Mar-23	12-Sep-23	739,128,217.00	832,847,422.00	-
6	6170	GHGCMB070492	11-Apr-23	10-Oct-23	92,402,464.00	103,834,715.00	-
7	6171	GHGCMB070716	12-May-23	10-Nov-23	791,883,410.00	892,214,783.00	-
8	6172	GHGCMB070732	16-May-23	14-Nov-23	515,647,361.00	581,328,525.00	-
9	6173	GHGCMB070807	25-May-23	23-Nov-23	989,044,668.00	1,117,016,234.00	-
Total:					6,925,616,891.74	7,931,007,973.00	28,295,693.00

Schedule 3 to Term Sheet

Exchange Consideration Ratio

Exchange Consideration Ratios in respect of Eligible Bills tendered (Allocation of principal amount of New Bonds to receive per (i) outstanding principal amount of Eligible Bills tendered plus (ii) amount of Accrued Interest Payable thereof as at date of settlement)					
New Bond due:	2024	2025	2026	2027	2028
Exchange Consideration Ratio	5%	20%	25%	25%	25%

APPENDIX 2

Exchange Procedures

Exchange Procedures for Eligible Holders

Eligible Holders interested in participating in the Invitation to Exchange are invited to send an Offer or Exchange Instruction to their respective CSD Direct Participant (the Depository Participant), in the form and via the channels agreed and customary between them.

As of the Launch Date until the Expiration Date of the Invitation to Exchange, Eligible Holders having active securities accounts balances and interested in participating in the Invitation to Exchange will have the opportunity to send an Offer or Exchange Instruction to their respective CSD Direct Participant (the Depository Participant).

Eligible Holders can use any of the following avenues to participate in the Invitation to Exchange:

- a. Send an Offer or Exchange Instruction to the CSD Direct Participant (the Depository Participant) via email (within the email cover), **OR**
- b. Send an Offer or Exchange Instruction to the CSD Direct Participant (the Depository Participant) via an internal communication platform they use (if any), **OR**
- c. Download an Exchange Form from the Invitation Website, also included as Appendix 3 in the Exchange Memorandum, complete and send it to the CSD Direct Participant (the Depository Participant) via email or via any internal communication platform they use (if any), **OR**
- d. Obtain a hardcopy version of the Exchange Form from such holder's bank, broker or custodian (the CSD Direct Participant), complete it and send it back to the CSD Direct Participant (the Depository Participant) via email, via any internal communication platform, or physically to the CSD Direct Participant's branch. CSD Direct Participants are required to make copies of the Exchange Forms at all their branches nationwide, **OR**
- e. Send an instruction in the format, or via any other standard mean of communication available, accepted by the CSD Direct Participant (the Depository Participant).

By tendering their Eligible Bills, Eligible Holders represent and warrant that such Eligible Bills constitute all the Eligible Bills owned by them.

The deadlines set by any CSD Direct Participant (Depository Participant) to Eligible Holders will be earlier than the Expiration Date.

Exchange Procedures for CSD Direct Participants (the Depository Participants)

Once an Offer or Exchange Instruction is received by a CSD Direct Participant (a Depository Participant) from an Eligible Holder, such CSD Direct Participant is required to collate the information in such Offer or Exchange Instruction in the form and file format provided to them by CSD.

During the duration of the Invitation to Exchange, on each business day CSD Direct Participants (the Depository Participants) are required to forward to the CSD the collated file containing the information on each Offer or Exchange Instruction received from each Eligible Holder that expressed interest to participate in the Invitation to Exchange on or before 4:00 p.m. (GMT) using the sFTP folder.

Once the collated file is received by the CSD from a CSD Direct Participant (the Depository Participant), the CSD will proceed to block the securities accounts on the instructed amounts of the Eligible Holders indicated in such collated file as having instructed to exchange. Those instructed amounts on the relevant securities accounts will be blocked until the earliest of the Settlement Date and the termination of the Invitation to Exchange. The blocking will be processed no later than at the end of day on the date the information is received by the CSD from such CSD Direct Participant (the Depository Participant).

APPENDIX 3

Exchange Form



EXCHANGE FORM

To be completed by Eligible Holders and sent to the CSD Direct Participant (the Depository Participant), Banks and Brokers to participate in the Invitation to Exchange

Invitation to Exchange Certain Domestic Bills of the Ghana Cocoa Board (collectively, the “Eligible Bills”) for New Bonds of the Ghana Cocoa Board (the “New Bonds”)

THIS INVITATION TO EXCHANGE IS AVAILABLE ONLY TO REGISTERED HOLDERS OF ELIGIBLE BILLS (“ELIGIBLE HOLDERS”).

The COCOBOD is offering Eligible Holders accrued and unpaid interest (“**Accrued Interest Payable**”) on their Eligible Bills validly tendered and accepted by the COCOBOD, calculated from and including the last interest payment date up to, but excluding, the Settlement Date, which amount will be paid to such Eligible Holders in the form of capitalized interest (rounded down to the nearest GHS1.00) added to the principal amount of the New Bonds.

Eligible Holders whose validly submitted Offers are accepted by the COCOBOD will receive on the Settlement Date the New Bonds with an aggregate principal amount (rounded down to the nearest GHS1.00) equal to the principal amount of Eligible Bills tendered plus Accrued Interest Payable, which aggregate principal amount will be allocated between the five Series of New Bonds to be received by such Eligible Holders in accordance with the Exchange Consideration Ratios per principal amount of Eligible Bills tendered (including the Accrued Interest Payable in respect thereof).

INVITATION TO EXCHANGE TIMETABLE:

Launch Date: 14 July 2023 (launch of the Invitation to Exchange)

Expiration Date: 4 August 2023 at 4:00 p.m. (GMT) (Deadline for Eligible Holders to submit Offers). (**Note that the deadlines set by any CSD Direct Participant to Eligible Holders will be earlier than the Expiration Date**).

Announcement Date: On or about 7 August 2023 (Announcement of acceptance of Offers by the COCOBOD)

Settlement Date: 11 August 2023 (Settlement of New Bonds vs tendered Eligible Bills)

*The above summarizes the anticipated schedule for the Invitation to Exchange, assuming, among other things, that the COCOBOD does not extend the Expiration Date or terminate the Invitation to Exchange early. This summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in the Exchange Memorandum dated 14 July 2023 (as amended from time to time, the “**Exchange Memorandum**”). All references are to Greenwich Mean Time (GMT) unless otherwise noted. Eligible Holders of the Eligible Bills should inform themselves of any earlier deadlines that may be imposed by the CSD and/or any intermediaries, which may affect the timing of the submission of an Offer or Exchange Instruction. Capitalized terms not defined herein shall have the meanings assigned to them in the Exchange Memorandum.*

SECTION A (PERSONAL DATA)

NAME OF ELIGIBLE HOLDER:		DATE(DD/MM/YYYY)	
NAME OF CSD DIRECT PARTICIPANT / DEPOSITORY PARTICIPANT (Bank, Broker, Custodian Bank, etc.):		ELIGIBLE HOLDER CSD CLIENT ID NO.:	
ADDRESS OF ELIGIBLE HOLDER:		MOB. NO. OF ELIGIBLE HOLDER:	
EMAIL ADDRESS OF ELIGIBLE HOLDER:			

SECTION B (SECURITIES TO OFFER FOR EXCHANGE)

The following tables set forth the series of Eligible Bills subject to the Invitation to Exchange (collectively, the “Eligible Bills”):

ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):
ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):
ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):
ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):
ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):
ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):
ISIN:	TENDER NUMBER:	AMOUNT:	AMOUNT (In words):

FOR OFFICE USE ONLY (THE CSD DIRECT PARTICIPANT / DEPOSITORY PARTICIPANT)

SIGNATURE VERIFIED (ID and Signature)		DATE(DD/MM/YYYY)	
AUTHORISED BY (Name & ID):		AUTHORISED BY (Signature)	



THE GHANA COCOA BOARD

TERM SHEET FOR THE INVITATION TO EXCHANGE AND THE NEW BONDS

I. TERMS OF THE INVITATION TO EXCHANGE

ELIGIBLE HOLDERS:	Holders of the Ghana Cocoa Board (the “ COCOBOD ”) bills set forth on Schedule 2 (the “ Eligible Bills ”)
DEBT EXCHANGE OFFER:	Eligible Holders whose validly submitted Offers are accepted by the COCOBOD will receive on the Settlement Date the New Bonds with an aggregate principal amount (rounded down to the nearest GHS1.00) equal to the principal amount of Eligible Bills tendered plus Accrued Interest Payable, which aggregate principal amount will be allocated between the five Series of New Bonds to be received by such Eligible Holders in accordance with the Exchange Consideration Ratios per principal amount of Eligible Bills tendered (including the Accrued Interest Payable in respect thereof)
EXCHANGE RATIOS:	As set out in Schedule 3 below
EXCHANGE MEMORANDUM:	The Invitation to Exchange is being made pursuant to the Exchange Memorandum of the COCOBOD dated 14 July 2023 (the “ Exchange Memorandum ”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Exchange Memorandum
EXPIRATION DATE:	4 August 2023
SETTLEMENT DATE:	11 August 2023

II. COMMON TERMS OF THE NEW BONDS

ISSUER:	The COCOBOD
CURRENCY OF DEMONINATION AND PAYMENT:	GHS
NOMINAL HAIRCUT ON PRINCIPAL:	0%
PAST DUE AND ACCRUED INTEREST:	Capitalized interest (“ Accrued Interest Payable ”) added to the principal amount

FORM AND DENOMINATION:	The New Bonds will be in registered dematerialised form and will be offered and sold in a minimum denomination of GHS1.00 and integral multiples of GHS1.00 thereof
TAXATION:	The COCOBOD is required by Ghanaian law to withhold tax at the rate of 8% on all interest payments to Bondholders, except where a bondholder is exempted by applicable law
INSTRUMENT TYPE:	Registered and transferable
REGISTRAR AND CLEARING SYSTEM:	The New Bonds will be registered in an electronic format in the Central Securities Depository
OPTIONAL REDEMPTION:	At par
LISTING:	The New Bonds will be admitted to and traded on the Ghana Fixed Income Market of the Ghana Stock Exchange for secondary market trading

III. FINANCIAL TERMS OF THE NEW BONDS
(as set forth in more detail on Schedule 1 hereto)

Maturity:	Different maturities from 2024 to 2028 (see Schedule 1)
Interest Rate:	13.0%
Principal Payment:	Bullet
Interest Payment Dates:	Interest payable semi-annually, in arrears, commencing in February 2024

IV. OTHER TERMS AND CONDITIONS OF THE NEW BONDS

DOCUMENTATION:	New Bond Documentation
TRUSTEE & PAYING BANK:	Consolidated Bank Ghana LTD
GOVERNING LAW:	The New Bonds (including any non-contractual obligations arising from or in connection with any of them) are governed by, and will be construed in accordance with Ghanaian law
STATUS:	The Bonds constitute direct, unconditional and (subject to the provisions of the Negative Pledge unsecured obligations of the COCOBOD and (subject as provided above) will rank pari passu, without any preference among themselves, and with all other present and future unsecured and unsubordinated obligations of the COCOBOD, save only for such obligations as may be preferred by mandatory provisions of applicable law; provided, however, that the Issuer shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other unsecured and unsubordinated obligations of the COCOBOD and, in particular, shall have no obligation to pay other unsecured and unsubordinated obligations of the COCOBOD at the same time or as a condition of paying sums due on the New Bonds and vice versa
NEGATIVE PLEDGE:	So long as any of the New Bonds remain outstanding, the Ghana COCOBOD will not, save for certain standard exceptions create, incur, assume or permit to subsist any security interest upon the whole

or any part of its present or future assets, undertakings or revenues to secure (i) any of its Public Indebtedness; (ii) any guarantees in respect of its Public Indebtedness; or (iii) the Public Indebtedness of any other person; without at the same time or prior thereto securing the New Bonds equally and rateably therewith

EVENTS OF DEFAULT:

Holders who hold not less than 25 percent in aggregate principal amount of the New Bonds then outstanding may declare the New Bonds to be immediately due and payable together with accrued interest at their outstanding principal amount in any of the following events:

- (g) *non-payment*: the COCOBOD fails to pay any principal on any New Bond when due and payable and such failure continues for a period of 15 calendar days; or fails to pay interest on any New Bond or any applicable additional amounts when due and payable, and such failure continues for a period of 30 calendar days
- (h) *breach of other obligations*: the COCOBOD does not perform or comply with any of its other obligations under the New Bonds, and such default is incapable of remedy or (if capable of remedy) is not remedied within 45 calendar days (or such longer period as the Trustee may in its sole discretion determine) after notice thereof has been given to the Issuer by the Trustee
- (i) *cross-default*: the COCOBOD is in payment default in relation to any Public Indebtedness (other than the Eligible Bills) or guarantee thereof, or has the maturity of any Public Indebtedness (other than the Eligible Bills) accelerated; provided that the relevant Public Indebtedness exceeds US\$25,000,000 or its equivalent.
- (j) *moratorium*: the COCOBOD declares a moratorium in respect of its Public Indebtedness (other than the Eligible Bills)
- (k) *validity*: the Trustee is of the opinion (determined in its sole discretion) that COCOBOD contests the validity of the New Bonds, denies any of its obligations thereunder, or it becomes unlawful for the COCOBOD to perform its obligations under the New Bonds as a result of a change in law or regulation, or any final and unappealable ruling of any court in the Republic, or for any reason such obligations cease to be in full force and effect
- (l) *consents*: any authorisation, consent of, or filing or registration with any governmental authority necessary for the performance of any payment obligation of the COCOBOD under the New Bonds, when due, ceases to be in full force and effect or remain valid and subsisting

A declaration of acceleration may be rescinded in certain circumstances by the resolution in writing of the holders of at least 66.7

per cent. in aggregate principal amount of the outstanding New Bonds

MODIFICATION PROVISIONS:

The New Bonds will contain provisions, commonly known as "collective action clauses," based upon the model provisions issued by the International Capital Markets Association in 2014 regarding future modifications to the terms of the New Bonds. Under these provisions the COCOBOD may amend the payment and any other provisions of any series of New Bonds by aggregating voting across multiple series of debt securities issued by the COCOBOD (including the New Bonds as well as other series of debt securities that may be issued by the COCOBOD) with the consent of supermajorities of less than 100% all the holders of such New Bonds. These collective action clauses will allow the COCOBOD to (a) amend the payment provisions of any series of New Bonds and certain other reserved matters with the consent of the holders of at least 75% of the aggregate amount outstanding of such series and other non-reserved matters with the consent of the holders of at least 66 2/3% of the aggregate amount outstanding of such series; (b) make reserved matter modifications affecting two or more series of debt securities with the consent of (x) holders of at least 66 2/3% of the aggregate principal amount of the outstanding debt securities of all series that would be affected by that reserved matter modification (taken in aggregate) and (y) holders of more than 50% of the aggregate principal amount of the outstanding debt securities of each affected series (taken individually); and (c) make reserved matter modifications affecting two or more series of debt securities with the consent of holders of at least 75% of the aggregate principal amount of the outstanding debt securities of all affected series (taken in aggregate), provided that the proposed modifications are uniformly applicable to all affected series

Schedule 1 to Term Sheet

New Bond due	Annual Interest Rate	Interest Payment	Maturity Date	Principal Repayment
2024	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2024	One single payment on the maturity date.
2025	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2025	One single payment on the maturity date.
2026	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2026	One single payment on the maturity date.
2027	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2027	One single payment on the maturity date.
2028	From and including the Settlement Date to but excluding the maturity date: <u>13.0%</u>	Semi-annually, in arrears, commencing in February 2024.	August 2028	One single payment on the maturity date.

Schedule 2 to Term Sheet

The Eligible Bills

The following tables set forth the series of Eligible Bills subject to the Invitation to Exchange (collectively, the "**Eligible Bills**").

S/N	Tender Number	ISIN	Issued Date	Maturity Date	Principal Amount (GHS)	Maturity Amount (GHS)	Local Individuals Included (GHS)
1	6164	GHGCMB069437	05-Jan-23	06-Jul-23	68,245,301.28	80,873,735.00	28,295,693.00
2	6166	GHGCMB069627	19-Jan-23	20-Jul-23	775,431,592.00	895,578,460.00	-
3	6167	GHGCMB069742	03-Feb-23	04-Aug-23	925,837,546.00	1,072,591,807.00	-
4	6168	GHGCMB069791	07-Feb-23	08-Aug-23	2,027,996,332.46	2,354,722,292.00	-
5	6169	GHGCMB070245	14-Mar-23	12-Sep-23	739,128,217.00	832,847,422.00	-
6	6170	GHGCMB070492	11-Apr-23	10-Oct-23	92,402,464.00	103,834,715.00	-
7	6171	GHGCMB070716	12-May-23	10-Nov-23	791,883,410.00	892,214,783.00	-
8	6172	GHGCMB070732	16-May-23	14-Nov-23	515,647,361.00	581,328,525.00	-
9	6173	GHGCMB070807	25-May-23	23-Nov-23	989,044,668.00	1,117,016,234.00	-
Total:					6,925,616,891.74	7,931,007,973.00	28,295,693.00

Schedule 3 to Term Sheet

Exchange Consideration Ratio

Exchange Consideration Ratios in respect of Eligible Bills tendered (Allocation of principal amount of New Bonds to receive per (i) outstanding principal amount of Eligible Bills tendered plus (ii) amount of Accrued Interest Payable thereof as at date of settlement)					
New Bond due:	2024	2025	2026	2027	2028
Exchange Consideration Ratio	5%	20%	25%	25%	25%