

RESOLUTION NO.

PARLIAMENT

WHEREAS by section 2 of the *Special Loans Act*, Cap. 105 the Government is authorised from time to time to borrow from any bank, corporation, company or other institution sums of money not exceeding in the aggregate BDS\$2,500,000,000.00 on such terms as may be agreed upon between the Government and the lender of any such sum of money;

AND WHEREAS by section 3 of the said Act it is provided that any money borrowed under the authority of the Act shall be appropriated and applied to such purposes as Parliament may approve by resolution and that such money and any interest payable thereon is charged upon the general revenues and assets of Barbados;

AND WHEREAS the Barbados Tourism Investment Inc. and the China National Complete Plant Import and Export Corporation Limited on November 13, 2014 entered into the Sam Lord's Castle Hotel Project Contract, hereinafter referred to as the Commercial Contract, for the purpose of implementing the Sam Lord's Castle Hotel Project;

AND WHEREAS the Government considers it necessary to borrow the sum of up to US\$170.0 million from the Export-Import Bank of China, the proceeds of which will be on-lent to the Barbados Tourism Investment Inc. to finance eighty five per cent of the total cost of the Sam Lord's Castle Hotel Project, on the terms and conditions contained in the Preferential Buyer Credit Loan Agreement, the main provisions of which are set out in the *Schedule*;

AND WHEREAS the said sum of up to US\$170.0 million is within the authorised borrowing limit given to the Government under section 2 of the said Act;

BE IT RESOLVED therefore that Parliament approve the borrowing of the said sum of up to US\$170.0 million from the Export-Import Bank of China to finance eighty five per cent of the cost of the Sam Lord's Castle Hotel Project to be executed by the Barbados Tourism Investment Inc. in accordance with the Commercial Contract and on the terms and conditions contained in the Agreement, the main provisions of which are set out in the *Schedule*.

APPROVED by the House of Assembly this day of ,
Two thousand and fifteen.

Speaker

APPROVED by the Senate this day of ,
Two thousand and fifteen.

President

SCHEDULE

TERMS AND CONDITIONS

| | |
|----------------------|---|
| Agreement: | Preferential Buyer Credit Loan Agreement. |
| Borrower: | Government of Barbados. |
| Lender: | Export-Import Bank of China. |
| Amount: | Up to US\$170 000 000. |
| Facility: | Preferential Buyers Credit. |
| Purpose: | To finance 85 per cent of the cost of executing the Commercial Contract entered into by the Barbados Tourism Investment Inc. (hereinafter referred to as the End-User) and the China National Complete Plant Import and Export Corporation Limited (hereinafter referred to as the Chinese Contractor) on November 13, 2014 for the execution of the Sam Lord's Castle Hotel Project. |
| Availability Period: | Period commencing on the date on which the Agreement becomes effective and ending on the date 42 months thereafter, during which time all disbursements shall be made in accordance with the Agreement. |
| Tenor: | 20 years. |
| Repayment: | Moratorium period of 60 months, thereafter principal will be repaid in 31 payments over 180 months. |
| Interest Rate: | Fixed at 2.5 % per annum. |
| Interest: | Interest will be payable semi-annually in arrears and calculated on the basis of an actual number of days elapsed and a 360 day year. |
| Commitment Fee: | 0.25 % per annum payable semi-annually. |
| Management Fee: | 0.25 % (US\$425 000) due 30 days after the contract becomes effective. |

SCHEDULE - Cont'd

TERMS AND CONDITIONS - Cont'd

- Conditions Precedent: (A) The first disbursement of funds on the Facility is conditional upon the preparation, execution and delivery of legal documentation in the form and substance satisfactory to the Lender and its Attorneys incorporating the following:
- (i) Copies of the Agreement, the Repayment Mechanism Agreement and the Escrow Account Agreement which have been duly signed by all parties thereto respectively and have become effective;
 - (ii) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
 - (iii) The Escrow Account has been established according to the Agreements or legal documents mentioned above;
 - (iv) Drawdown schedule submitted by the Borrower which has been recognized and accepted by the Lender;
 - (v) Documents evidencing that the End-User has paid to the Chinese Contractor the proportional counterpart fund in accordance with the Agreement;
 - (vi) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign the Agreement, Irrevocable Notice of Drawdown and any other documents in relation to the Agreement, and the signature specimen of such authorized representatives;
 - (vii) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the Agreement;

SCHEDULE - Cont'd

TERMS AND CONDITIONS - Cont'd

Conditions Precedent:
- (Cont'd)

- (viii) An original Irrevocable Notice of Drawdown in the form set out in the Agreement duly signed by the authorized signatory of the Borrower, and sent by courier or authenticated SWIFT not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (ix) The Lender has received the certified true copies of sub-contracts duly signed by and between the Chinese Contractor and the sub-contractors;
- (x) Certified true copies of the Commercial Contract Amendment stipulating the validity of the Performance Bond and Warranty Bond duly signed by the relevant parties;
- (xi) Certified true copies of Hotel Management Agreement duly signed by the relevant parties;
- (xii) Legal opinion in the form and substance set forth in the Agreement or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;
- (xiii) The irrevocable power of attorney to the process agent by the Borrower in the form set forth in the Agreement or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form set forth in the Agreement or in the form and substance otherwise approved by the Lender in writing;
- (xiv) Such other document(s) or condition(s) relating to the transactions under the Agreement as the Lender may reasonably request.

SCHEDULE - Cont'd

TERMS AND CONDITIONS - Cont'd

Conditions Precedent:
- (Concl'd)

In the event that the Borrower fails to fulfill the above conditions within one year after the effectiveness of the Agreement, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of the Agreement or not.

- (B) Each subsequent disbursement shall be subject to the Borrower fulfilling all the conditions set out in paragraph (A) and the Lender receiving the following documents:
- (i) An original Irrevocable Notice of Drawdown in the form set out in the Agreement hereto duly signed by the authorized signatory of the Borrower, and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
 - (ii) Documents evidencing that the End-User has paid to the Chinese Contractor the proportional counterpart fund in accordance with the Agreement;
 - (iii) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under the Agreement;
 - (iv) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
 - (v) The Borrower has paid the commitment fee and the interest due and payable under the Agreement;
 - (vi) The Facility has not been terminated;
 - (vii) Such other documents and conditions as the Lender may reasonably request.

SCHEDULE - Concl'd

TERMS AND CONDITIONS - Concl'd

- Events of Default: Each of the following events and circumstances shall be an Event of Default:
- (i) the Borrower, for any reason, fails to pay any due and payable principal, interest, commitment fee, management fee or other sums in accordance with the provisions hereof;
 - (ii) any representation and warranty made by the Borrower in any of the Articles of the Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to the Agreement proves to have been untrue or incorrect in any material respect;
 - (iii) the Borrower fails to punctually perform any of its other obligations under the Agreement or is in breach of any of its covenants and undertakings made under the Agreement and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so;
 - (iv) any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;
 - (v) significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under the Agreement;
 - (vi) the Borrower stops or suspends repayment to its creditors generally.
- Governing Law: Law of China.

ADDENDUM

This Resolution seeks the approval of Parliament for the borrowing of up to US\$170.0 million, a sum which is within the limit of the *Special Loans Act*, Cap. 105, from the Export-Import Bank of China.

The purpose of the loan is to finance 85 per cent of the Sam Lord's Castle Hotel Project being undertaken by the Barbados Tourism Investment Inc. The loan proceeds will be on-lent to the Barbados Tourism Investment Inc. to facilitate the Sam Lord's Castle Hotel Project which will be undertaken in accordance with the Commercial Contract entered into between Barbados Tourism Investment Inc. and the China National Complete Plant Import and Export Corporation Limited.