Public Disclosure Authorized

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CREDIT NUMBER (SUW) 8145-GN

Financing Agreement

(Additional Financing to the Guinea Electricity Access Scale Up Project Phase 2)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER (SUW) 8145-GN

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF GUINEA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project (as defined in the Appendix hereto). The Recipient and the Association hereby agree as follows.

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Non-Concessional Financing for purposes of the General Conditions, in the amount of twenty-four million Euros €24,000,000), as such amount may be converted from time to time through a Currency Conversion (variously, "Credit" and "Financing"), to: (a) assist in financing the project described in Schedule 1 to this Agreement ("Project"); and (b) provide the Rapid Response Option ("RRO").

2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (¼ of 1%) of the amount of Credit C.

2.04. The Commitment Charge is one-quarter of one percent (¼ of 1%) per annum on the Unwithdrawn Credit Balance.

2.05. The Interest Charge is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.

2.06. The principal amount of the Credit shall be repaid in accordance with Section 3.10 of the General Conditions and Schedule 3 to this Agreement.

2.07. The Payment Dates are April 15 and October 15 in each year.

ARTICLE III — PROJECT; CONTINGENT EMERGENCY RESPONSE PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Contingent Emergency Response Project ("CERP"). To this end, the Recipient shall: (a) cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement; and (b) shall carry out, or cause to be carried out, the CERP in accordance with Article V of the General Condition.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following:

(a) the Project Implementing Entity's ("Project Implementing Entity" or "PIE") Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the PIE to perform any of its obligations under the Project Agreement and this Agreement; and

(b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the PIE of its obligations under the Project Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Subsidiary Agreement has been signed between the Recipient and the Project Implementing Entity in accordance with Section I.A.1 of Schedule 2 to this Agreement.

5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister in charge of economy, finance and budget.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Economy, Finance and Budget
BP 779, Blvd de Commerce,
Conakry, Republic of Guinea; and

(b) the Recipient's Electronic Address is:

Email:
contact@mefp.gov.gn / ministre.mef@gouvernement.gov.gn

6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF GUINEA

By

_____

Authorized Representative

Name: Mariama Cire Sylla

Title: Minister of Economy, Finance and Budget

Date: 05-Oct-2026

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Marie-Chantal Uwanyiligira

_____

Authorized Representative

Name: Marie-Chantal Uwanyiligira

Title: Division Director

Date: 02-Oct-2026

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) increase grid and non-grid access to electricity services in selected areas; and (ii) improve the operational performance of the power utility.

The Project consists of the following parts:

Part 1. Reinforcement and expansion of grid access and improvement of the commercial performance of EDG

1.1 ***Reinforcement and expansion of grid access in Kindia and Labé***

1.1.1 (i) Extending and densifying the grid access in Kindia and building a medium voltage line for Kindia-Donkea, by providing supply and installation of last-mile connection equipment, including smart meters and pre-paid meters; and (ii) adoption and operationalization of a sector recovery plan (PBC 1).

1.1.2 (i) Extending and densifying the grid access Labé by providing supply and installation of last-mile connection equipment, including smart meters and pre-paid meters; and (ii) adoption and operationalization of a performance contract between the Recipient and EDG (PBC 2).

1.2 ***Reinforcement and expansion of grid access in Mamou, Pita, Dalaba, and rural electrification***

1.2.1 Extending and densifying the grid access in Mamou, Dalaba, and Pita by providing supply and installation of last-mile connection equipment, including smart meters and pre-paid meters.

1.2.2 Building the Mamou-Labé transmission line to connect rural localities to the national grid.

1.2.3 Supporting the extension and resilience improvement of the distribution grid along the rural Mamou-Labé corridor.

1.3 ***Operational improvements and digitalization of EDG***

(i) Procuring and deploying an integrated management system for electricity consumption tracking and improved billing performance; (ii) identifying new large low voltage customers and installing smart meters for large low voltage consumers and concentrators in substations; (iii) deploying an advanced metering

system for medium voltage industrial customers and public institutions; (iv) implementing capacity-building programs for EDG staff; (v) technical assistance to develop data analytics tools for real-time monitoring and reporting; (vi) carrying out public awareness campaigns to promote acceptance of smart metering; (vii) payment of performance-based incentives to encorurage EDG managment to implement the performance contract; and (viii) submission of EDG's audited financial statements for fiscal years 2023 and 2024 (PBC 3).

Part 2. Off-grid electrification with privately operated hybrid mini-grid systems

Expanding the rural electrification of select localities and providing connections to households and small business, using mini grids powered by hybrid systems.

Part 3. Support to reform actions and financial sustainability of the energy sector

3.1 ***Technical assistance for electricity sector modeling and tariff reform***

3.1.1 (i) Updating the electricity sector financial model and developing scenarios for cost-recovery tariff adjustments and subsidy reduction; (ii) preparing an analytical framework for EDG's financial restructuring, including a preliminary debt sustainability assessment; (iii) carrying out public information and awareness campaigns on electricity pricing and service improvements; and (iv) providing targeted capacity building for MEHH, AREE, EDG, and other stakeholders on financial modeling, subsidy analysis, and tariff methodology.

3.2 ***Technical and institutional support for performance-based utility management***

(i) Developing an internal performance management framework for EDG, including procedures and tools for setting operational targets and monitoring departmental performance; (ii) designing a management information system to track technical, commercial, and customer service indicators; (iii) providing technical assistance for data governance and internal reporting (including standard operating procedures, data validation protocols, and internal audit support to ensure accountability for results); and (iv) supporting AREE and MEHH to develop guidelines on utility performance oversight.

3.3 ***Generalization of pre-paid meters in non-strategic public institutions across the country***

(i) Supporting the purchase of and installing pre-paid meters in non-strategic public institutions; and (ii) increasing pre-paid meters installed in non-strategic public institutions (PBC 4).

Part 4. Implementation support, technical assistance, and capacity building

4.1 *Project Implementation*

Facilitating the PIU's and the Project institutions' implementation, administration, fiduciary management, application of the Environmental and Social Standards, and maintenance of a grievance mechanism; and providing technical assistance for the review and verification of results associated with Performance-Based Conditions, and for the support of financial audit required for Project fiduciary oversight.

4.2 *Owner's engineer*

Providing owner's engineers services by supporting the control and supervision of construction works under the Project.

4.3 *Compensations and payments under the Resettlement Action Plan*

Supporting land acquisition and the provision of compensation (including cash compensation and other assistance paid for involuntary resettlement) related to the implementation of the relevant site-specific Resettlement Action Plans, as applicable, as part of the implementation of the Environmental and Social Commitment Plan ("ESCP").

4.4 *Development and implementation of a gender policy*

Supporting women's employment in the energy sector by improving recruitment, retention and promotion practices at EDG, including the provision of internships for female students.

4.5 *Capacity building, studies, and technical assistance*

(i) Carrying out capacity building programs to strengthen sector staff skills; (ii) supporting EDG to set up departments to house implementation units to implement future energy projects; (iii) supporting AREE in developing operational procedures; and (iv) carrying out studies on universal energy access and the diversification of the energy mix in Guinea, including the transition to clean energy.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Subsidiary Agreement

(a) To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").

(b) Without limitation to the provision of Section I.A.1 of this Schedule, the terms and conditions of the Subsidiary Agreement shall include the following:

(i) The financing which shall be made available under the Subsidiary Agreement ("Subsidiary Financing") shall be in the form of a grant.

(ii) The Project Implementing Entity shall comply with all its obligations to the Association under the Project Agreement.

(iii) The Recipient may suspend disbursements of the Subsidiary Financing and request a repayment of funds disbursed under the Subsidiary Financing, when and to the extent that disbursements are suspended, and refund requested under the Financing.

(c) The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

2. Project Steering Committee

The Recipient shall, maintain at all times during the implementation of the Project, a steering committee with composition and mandate acceptable to the Association ("Project Steering Committee" or "PSC"), as further described in the Project Implementation Manual. The PSC shall be chaired by the secretary

general of MEHH, and include representatives of, *inter alia*, AGER, EDG and relevant directorates from sector ministries and agencies. The PSC shall be responsible, *inter alia*, for: (a) providing strategic and policy guidance on the implementation of the Project; (b) reviewing progress made towards achieving the Project's objectives and approving the Annual Work Plans and Budgets; and (c) facilitating coordination of Project activities and removal of any obstacle(s) to the implementation of the Project.

B. Project Implementation Manual

1. The Recipient shall, not later than one (1) month after the Effective Date, (a) cause the PIE to update the project implementation manual ("Project Implementation Manual" or "PIM") and thereafter (b) cause the PIE to adopt the PIM, in form and substance satisfactory to the Association. The PIM shall include, *inter alia*:

   (i) detailed description of the Project and institutional arrangements for implementing the Project;

   (ii) monitoring, evaluation, reporting, financial management and accounting, and governance procedures for the Project;

   (iii) implementation of environmental and social instruments referred to in the ESCP;

   (iv) Verification Protocol for PBCs;

   (v) monitoring and evaluation; codes of conduct, citizen engagement, and grievance resolution mechanisms; and

   (vi) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.

2. The Recipient: (i) shall ensure that the Project is carried out in accordance with the PIM; and (ii) shall not assign, amend, abrogate, or waive the PIM or any provision thereof, without the prior written agreement with the Association.

3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM, and those of this Agreement, the provisions of this Agreement shall prevail.

C. Performance-Based Conditions

1. For the purposes of carrying out Parts 1.1.1(ii), 1.1.2 (ii), 1.3(viii) and 3.3 of the Project, the Recipient shall cause the PIE to:

   (a) ensure that the activities subject to PBCs are carried out with due diligence and efficiency and in accordance with sound standards and practices acceptable to the Association, in particular in accordance with this Agreement, the PIM, and associated documents;

   (b) adhere to the Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations;

   (c) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations and expenditures received; and

   (d) enable the Association and the Recipient to inspect its facilities, operations and any records and documents relevant to the activities subject to PBCs; and prepare and furnish to the Association and Recipient all such information as either shall reasonably request relating to said activities.

2. The Recipient shall cause the Project Implementing Entity to recruit, not later than one (1) month after the Effective Date, and thereafter maintain throughout Project implementation, a verification agent ("Verification Agent") with qualification, experience and under terms of reference satisfactory to the Association, to undertake the annual verification of the achievement of the results under the PBCs, in accordance with the Verification Protocol.

3. The Recipient shall cause the Project Implementing Entity, not later than forty-five (45) days after the verification of compliance with/achievement of the PBCs for the pertinent calendar year has been completed, to ensure that the Verification Agent, prepares and furnishes to the Recipient and the Association a report on the results of said verification process of such scope and in such detail as the Association shall reasonably request.

D. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the ESCP, in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:

   (a) measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

   (b) sufficient funds are available to cover the costs of implementing the ESCP;

   (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

   (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall ensure that:

   (a) for each activity under the Project, for which the ESCP provides for the preparation of a RAP, the Recipient shall:

      (i) prior to implementation of any Project activity, proceed to have such RAP, as appropriate: (A) prepared in accordance with the ESCP; (B) adequately and publicly consulted upon with the Project Affected Persons as per the ESCP, respectively, and submitted to the Association for review and approval; and (C) thereafter finalized, adopted and publicly disclosed, in-country and in the Association's website, in form and in substance satisfactory to the Association; and

      (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such RAP in a manner satisfactory to the Association;

   (b) all measures are taken to implement the RAP(s) in a manner and timeframe satisfactory to the Association, and, to this end, the Recipient shall ensure that:

(i) funds are made available to cover all the costs of implementing the RAP(s);

(ii) prior to carrying out activities under the Project which involve resettlement, Project Affected Persons shall be compensated at full replacement cost, resettled and provided with Resettlement assistance in accordance with the RAP(s), as applicable; and

(iii) the implementation, monitoring and evaluation of such RAPs is completed and reported in a manner satisfactory to the Association.

5. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:

(a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

6. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

7. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social

instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

E. Annual Work Plan and Budget

1. The Recipient shall cause the Project Implementation Entity: (a) not later than November 30 of each year of Project implementation, to prepare and furnish to the Association, an annual work plan and budget ("Annual Work Plan and Budget" or "AWPB"), containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities for the following calendar year, including the expenditures to be financed by the Association in accordance with this Agreement and by the Recipient under each Part of the Project (for each such expenditures, with the source of funds and its corresponding percentage of financing), as well as a cashflow and disbursement forecast; and (b) shall ensure that the Project is implemented in accordance with the approved Annual Work Plan and Budget (provided, however, that in case of any conflict between the Annual Work Plan and Budget and the provisions of this Agreement, the provisions of this Agreement shall prevail).

2. The Recipient shall and shall cause the Project Implementation Entity not to make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall cause the Project Implementing Entity to furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar trimester, covering the calendar trimester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions, the Recipient may withdraw the proceeds of the Financing to: (a) to finance Eligible Expenditures for the Project or the CERP in accordance with the respective Disbursement and Financial Information Letter; (b) to repay the Preparation Advance; and (c) for the Complementary Financing for the CAT DDO in accordance with the provisions of Section II.A of the relevant Schedule on "Program Actions, Availability of Financing Proceeds" (or such equivalent heading) to the Cat DDO Legal Agreement (including the relevant provisions of

any other document that is referred to or forms part of the Cat DDO Legal Agreement), which are hereby incorporated by reference in this Agreement, and which shall apply, *mutatis mutandis*, to the amount of the Financing allocated to the aforementioned Category; all in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	**Amount of the Credit Allocated (expressed in EUR)**	**Percentage of Expenditures to be Financed (inclusive of Taxes)**
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs under the Project, except for Parts1.1.1(ii), 1.1.2 (ii), 1.2, 1.3(viii), 3.3 and 4.3	23,940,000	Such percentage indicated in the Annual Work Plan and Budget approved by the Association for the relevant period
(2) Land Acquisition and Resettlement Costs under Part 4.3 of the Project	0	(Not applicable)
(3) Eligible PBC Expenditures under Parts1.1.1(ii), 1.1.2 (ii), 1.3(viii) and 3.3 of the Project	0	(Not applicable)
(4) Eligible Expenditures for the CERP	0	(Not applicable)
(5) Complementary Financing for the Cat DDO	0	(Not applicable)
(6) Front-end Fee	60,000	(Not applicable)
(7) Premium for caps and collars	0	(Not applicable)
TOTAL AMOUNT	**24,000,000**	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date; or

   (b) for payments under Category (2), unless and until the Recipient has prepared, publicly consulted upon, finalized, adopted and publicly disclosed in-country and in the Association's website, in form and substance satisfactory to the Association and in conformity with the provisions of Section I.D of Schedule 2 to this Agreement, the relevant Resettlement Action Plan(s) for the Project; or

   (c) for payments under Category (3) with respect to each PBC, as set forth in Schedule 4, for which a withdrawal request has been submitted, until and unless the Recipient has also submitted:

      (i) evidence, in form and substance satisfactory to the Association, of the Eligible PBC Expenditures paid, as reported in the interim financial report and verified pursuant to the Verification Protocol; and

      (ii) supporting documentation confirming the Recipient's achievement of the respective PBC or PBCs in form and substance satisfactory to the Association, as further elaborated in Schedule 4 and as set forth in the Verification Protocol, including, but not limited to, a report issued by the Verification Agent, confirming the achievement of the respective PBC or PBCs.

2. Notwithstanding the provisions of Part B.1(c) of this Section:

   (a) The Recipient may request withdrawals of the Financing when the relevant Eligible PBC Expenditures have been incurred, but prior to the PBCs having been met, provided that the Recipient shall: (i) achieve such PBCs no later than the Closing Date; and (ii) submit to the Association evidence satisfactory to the Association of such PBCs having been met no later than the Disbursement Deadline Date; provided however, that if by the Disbursement Deadline Date, the Recipient has failed to provide the Association evidence satisfactory to the Association that one or more PBCs have been fully achieved, the Recipient shall, upon notice from the Association, promptly refund to the Association the Withdrawn Financing Balance related to those expenditures under the Eligible PBC Expenditures under Category (3). Except as the

Association may otherwise determine, the Association shall cancel all amounts refunded pursuant to this Section.

(b) If any of the PBCs referred to in Schedule 4 to this Agreement has not been achieved, the Association may, by notice to the Recipient: (i) reallocate all or a portion of the proceeds of the Financing then allocated to said PBC to any other PBC or any other Category; and/or (ii) cancel all or a portion of the proceeds of the Financing then allocated to said PBC.

3. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) for Eligible Expenditures under Category (4), until and unless the Association has notified the Recipient that the conditions set forth in Section 5.15 (a) of the General Conditions have been fulfilled; or

(b) for Complementary Financing for the Cat DDO under Category (5), until and unless:

(i) the Recipient has furnished to the Association a request to reallocate and thereafter withdraw all or part of the Unwithdrawn Credit Balance for the Complementary Financing for the Cat DDO, and such notice specifies the Cat DDO Legal Agreement; and

(ii) the Association has accepted said request and notified the Recipient thereof, and is satisfied, based on evidence satisfactory to it, that the conditions precedent to withdrawal of the financing provided under the Cat DDO Legal Agreement have been fulfilled.

(c) In the event of withdrawal of the Complementary Financing for the Cat DDO, the Recipient shall comply with any provisions on "Deposits of Financing Proceeds/Amounts" and "Audits" (or such equivalent heading) set forth in Section II of the relevant Schedule on "Program Actions, Availability of Financing Proceeds" (or such equivalent heading) to the Cat DDO Legal Agreement (including the relevant provisions of any other document that is referred to or forms part of the Cat DDO Legal Agreement) to the same extent as if such provisions have been set out in full in this Agreement, except that: (a) the terms "Credit", "Grant" or "Financing" (or such equivalent terms) shall be deemed to refer to the amount of the Complementary Financing for the Cat DDO; and (b) the terms "Credit Account", "Grant Account" or "Financing Account" (or

such equivalent terms) shall be deemed to refer to the Credit Account for this Credit

4. (a) Notwithstanding the provisions of Part B.1 of this Section, and without limitation to the provisions set forth in Section 8.03 of the General Conditions, the Association may cancel all or a portion of the Unwithdrawn Financing Balance if at any time the Association has determined and notified the Recipient that there is Lack of Progress on Project Implementation.

(b) For purposes of paragraph (a) above, the term "Lack of Progress on Project Implementation" means no withdrawals of Financing amounts requested by the Recipient from the Financing Account for twelve (12) or more consecutive months, following the Effective Date, and that the Project is not making progress in the achievement of the Project objective(s) as monitored by the indicators referred to in Section 5.08 of the General Conditions, without the Recipient or the Project Implementing Entity having taken timely and appropriate action satisfactory to the Association to rectify such issues.

5. The Closing Date is June 30, 2030.

SCHEDULE 3

Repayment Schedule

The Recipient shall repay the principal amount of the Credit in accordance with the following table, which sets forth the Principal Payment Dates of the Credit and the percentage of the total principal amount of the Credit payable on each Principal Payment Date ("Installment Share").

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning October 15, 2031, through April 15, 2051	**2.50%**

SCHEDULE 4

PERFORMANCE-BASED CONDITIONS

Title	PBC and formula when applicable	Amount of the Credit Allocated in USD
PBC#1: Adoption and operationalization of a sector recovery plan	**PBC#1:** 1. The Recipient has adopted a comprehensive sector recovery plan by ministerial resolution, as elaborated in the Verification Protocol. 2. The Recipient has operationalized the sector recovery plan through the initial implementation of identified key reform measures in the plan, as elaborated in the Verification Protocol.	PBC 1.1: 0 PBC 1.2: 0
Allocated Amount		0
PBC#2: Adoption and operationalization of a performance contract between the Government and EDG	**PBC#2:** 1. The MEHH, MEF and EDG have entered into a performance contract which has been duly signed, executed and delivered as elaborated in the Verification Protocol. 2. The MEHH, MEF and EDG have operationalized the performance contract, including by establishing key performance indicators, a performance-based bonus mechanism and a competitive recruitment mechanism, as elaborated in the Verification Protocol.	PBC 2.1: 0 PBC 2.2: 0
Allocated Amount		0
PBC#3: Submission of EDG's audited financial statements for fiscal years 2023 and 2024	**PBC#3:** 1. The Recipient has submitted to the Association the audited financial statements of EDG for fiscal year 2023 and including an approved time-bound corrective action plan, if applicable, as elaborated in the Verification	PBC 3.1: 0

	Protocol. 2. The Recipient has submitted to the Association the audited financial statements of EDG for fiscal year 2024 and including an approved time-bound corrective action plan, if applicable, as elaborated in the Verification Protocol.	PBC 3.2: 0
Allocated Amount		0
PBC#4: Increase in pre-paid meters installed in non-strategic public institutions	**PBC#4**: Cumulative number of pre-paid meters installed by the power utility in eligible public institutions categorized as non-strategic, as elaborated in the Verification Protocol. €79,477 per 600 pre-paid meters installed up to a maximum of 60,000.	0
Allocated Amount		0
Total		0

APPENDIX

Definitions

1. "AGER" means *Agence Guinéenne d'Electrification Rurale*, the Recipient's rural electrification agency established pursuant to Decree No. D/2017/099/PRG/SGG of May 9, 2017, as amended from time to time.

2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.

3. "AREE" means *Autorité de Régulation d'Electricité et de l'Eau Potable*, the Recipient's electricity and water regulatory authority established pursuant to Ordinary Law N°0050/2017/AN of May 2, 2018, as amended from time to time.

4. "Cat DDO" means the financing provided under the Cat DDO Legal Agreement with a deferred drawdown option for catastrophe risks.

5. "Cat DDO Legal Agreement" means the agreement between the Recipient and the Association or the Bank, as the case may be, for the Cat DDO, whose closing date is after the date when the Recipient requests the withdrawal of the Complementary Financing for the Cat DDO, as further specified by the Recipient in such request for withdrawal.

6. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

7. "Complementary Financing for the Cat DDO" means the amount of the Credit or Financing allocated to the Category entitled "Complementary Financing for the Cat DDO" in the table set forth in Section III.A of Schedule 2 to this Agreement.

8. "Disbursement Deadline Date" means the final date, established by the Bank, for the receipt by the Bank of applications for withdrawal and supporting documentation; according to the Disbursement Guidelines, this date may be the same as the Closing Date, or up to four months after the Closing Date.

9. "EDG" means *Electricité de Guinée*, the Recipient's national electricity utility company, established pursuant to Decree No. D/2001/098/PRG/SGG of December 18, 2001, and Decree No. D/2019/230/PRG/SGG of August 6, 2019, as amended from time to time.

10. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated September, 25, 2026, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

11. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.

12. "Eligible PBC Expenditures" means the following Eligible Expenditures: works under Part 1.1.1(i) and Part 1.1.2(i), non-consulting services under Part 1.3(i)-(vii) and consulting services under Part 3.3 of the Project.

13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.

14. "Land Acquisition and Resettlement Costs" means the expenditures incurred for land acquisition, and cash compensation and/ or other assistance paid for involuntary resettlement, as set forth in the relevant site-specific Resettlement Action Plans, acceptable to the Association.

15. "MEF" means *Ministère de l'Economie et des Finances*, the Recipient's ministry in charge of economy and finance, or its successor.

16. "MEHH" means *Ministère de l'Energie, de l'Hydraulique et des Hydrocarbures*, the Recipient's ministry in charge of energy, hydraulics and hydrocarbons, or its successor.

17. "Operating Costs" means the reasonable incremental recurrent expenditures incurred for purposes of implementation of the Project on account of local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient's civil service.

18. "Original Financing Agreement" means the financing agreement between the Recipient and the Association, dated July 29, 2025.

19. "Original Project" means the project described in Schedule 1 to the Original Financing Agreement.

20. "PBC" means Performance-Based Condition, as referred to in Schedule 4 to this Agreement; "PBCs" means more than one PBC.

21. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated February 2025.

22. "Project Affected Persons" means, persons who as a result of: (i) the involuntary taking of land under the Project and Affected Facilities are affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on their livelihood.

23. "Project Agreement" means the agreement of even date entered into between the International Development Association and the Project Implementing Entity.

24. "Project Implementing Entity" or "PIE" means EDG.

25. "Project Implementing Entity Legislation" means decree no. D/2001/098/PRG/SGG of December 18, 2001, and Decree No. D/2019/230/PRG/SGG of August 6, 2019, as amended from time to time.

26. "Project Implementation Manual" means the manual referred to in Section I.B of the Schedule to the Project Agreement, in form and substance satisfactory to the

Association, adopted by the Recipient and the PIE, describing and setting forth detailed guidelines and procedures for implementation of the Project and institutional arrangements, consisted with the provisions of this Agreement and the Project Agreement, and including, among other things, the fiduciary, technical and operational aspects and procedures for implementation of the Project, including the financial management procedures.

27. "Project Implementing Unit" means the unit referred to in Section I.A of the Schedule to the Project Agreement, responsible for, among other things, carrying out the Project.

28. "Project Steering Committee" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement, established by the Recipient by *arrêté* no. A/2023/498/MEHH/CAB/SGG dated February 16, 2023, responsible for, among other things, the oversight of the implementation of the Project.

29. "Rapid Response Option" or "RRO" means the use of all or any portion of the Financing that has been requested by the Recipient and accepted by the Association in accordance with the terms of this Agreement to: (a) assist in financing the CERP; and (b) provide complementary financing in support of the program defined in the Cat DDO Legal Agreement.

30. "Resettlement Action Plan" means the Recipient's plan to be prepared or updated, disclosed, consulted upon, and adopted for the Project, as set out in the ESCP, in accordance with the Environmental and Social Standards. "Resettlement Action Plans" means more than one Resettlement Action Plan.

31. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

32. "Subsidiary Agreement" means the Subsidiary Agreement referred to in Section I.A. of Schedule 2 to this Agreement, to be entered into between the Recipient and the Project Implementing Entity.

33. "Training" means the reasonable cost of training under the Project, based on Annual Work Plans and Budgets, including costs associated with seminars, workshops, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation, all based on periodic budgets acceptable to the Association (but excluding costs of consulting services).

34. "Verification Agent" means the agent referred to in Section I.C.2 of Schedule 2 to this Agreement to be selected and appointed by the Project Implementing Unit

within the PIE under terms and conditions acceptable to the Association for purposes of verifying achievement of PBCs under the Project.

35. "Verification Protocol" means the PBC's verification protocol referred to in Section I.B.1(b)(iv) of Schedule 2 to this Agreement, as agreed between the Recipient and the Association and included in the PIM, for purposes of: (i) defining the PBC terms and requirements; (ii) listing the documentary evidence to be provided in support thereof; and (iii) providing the verification procedures and responsibilities to certify compliance with/achievement of each PBC, as such verification protocol may be revised, updated or supplemented from time to time with the mutual agreement of the Recipient and the Association.