

UTILITY VEHICLES AGREEMENT

This **UTILITY VEHICLES AGREEMENT** made and entered into this 8th day of May, 2026, by and between the **National Transit Authority**, a Public Corporation solely owned by the Liberian Government, located at Japan Drive, in the Township of Gardnersville, represented by and through its Managing Director **Hon. Edmund Forh Forh** (hereinafter known and referred to as “NTA”) and **CFAO Mobility Liberia Inc**, a registered legal business entity operating under the laws of the Republic of Liberia, with location at Sayon Town, Bushrod Island, represented by and through its General Manager **Mr. Navin Chander**, (hereinafter known and referred to as “Supplier”), collectively NTA and Supplier are referred to as “**PARTIES**”.

WITNESSETH

WHEREAS, NTA has budgeted in its FY 2026 budget under its expenditure, and intends to apply portion of it to the purchase of seven (7) new utility vehicles, (3 units of SUVs and 4 units of Double cabin Pick up) to enhance the operational mobility and facilitate the transportation needs of the senior management team and other staff.

WHEREAS, the NTA desires the services of a dealership firm which has the requisite competence, capability and capacity to supply these utility vehicles within a stipulated time frame to enable the NTA address the acute transportation stalemate faced its senior management team and other staff;

WHEREAS, the official manufacturers of heavy, light, small commercial vehicles, SUVs and passenger vehicles, (Toyota) with HEAD OFFICE TOYOTA-CHO , TOYOTA , AICHI , 471-8571 , JAPAN TEL : +81-565-28-2121 TOKYO HEAD OFFICE 4-18, KORAKU 1-CHOME, BUNKYO-KU, TOKYO, 112-8701JAPAN TEL: +81-3-3817-977 and in different parts of the world, has authorized the Supplier, CFAO Mobility Liberia Inc, to sell, partake in bids and supply all vehicles manufactured by manufacturers and to subsequently negotiate and sign any such contracts for supply of these Vehicles;

WHEREAS, the NTA accepts the Supply of these utility vehicles consistent with the invoice received, the amount therein indicated and all other documents reviewed and satisfied; and

WHEREAS, the Parties have both agreed to work in synergy in achieving their mutual goals;

Now, Therefore, in consideration of the promises and the mutual obligations undertaken herein, the Parties, intending to be legally bound, hereby agree as follows.

Article 1: Award

That NTA hereby awards this contract to the Supplier (CFAO MOBILITY INC) for the sole purpose of supplying these utility vehicles (7 units) to enhance its service delivery, with specifications as follows:

Quantity	:	1 Unit
Make	:	Toyota Fortuner 6-Auto 4x4
Engine Spec	:	2.7 TGN156L-SDTSKN P4
Body Style	:	SUVs
Number of Cylinders	:	4
Fuel Type	:	Petrol
Displacement (cc)	:	2694
Max. power kW/rpm	:	122/5200
Max. power HP/rpm	:	166/5200
Max. torque	:	245/4000
Seating Capacity	:	7 (All seated including Driver)
Number of doors	:	5
Ground clearance	:	(mm) 279
Dimensions (Lx)(mm):	:	4795 x 1855 x 1835
Transmission	:	Part time manual 4x4
Gearbox	:	Automatic

Tyres	:	265/65 R17
Suspension	:	Rear (Multi-Link) & Front (Coil type)
Gross Weight	:	2620
Tank Capacity (L)	:	80

Quantity	:	2 Units
Make	:	Toyota Urban Cruiser Deluxe 4-A/T
Engine Spec	:	1.5 FG6217K-8000000 U4
Body Style	:	SUVs
Number of Cylinders	:	4
Engine Type	:	Petrol
Displacement (cc)	:	1462
Max. power kW/rpm	:	77/6000
Max. power HP/rpm	:	105/6000
Max. torque	:	138/4400
Seating Capacity	:	5 (All seated including Driver)
Number of doors	:	4
Ground clearance	:	(mm) 210
Dimensions (Lx)(mm):	:	4365 x 1795 x 1635
Transmission	:	Front 2 WD
Gearbox	:	Automatic
Tyres	:	215/60 R17
Suspension	:	Rear (Torsion) & Front (MacPherson strut)
Gross Weight	:	1620
Tank Capacity (L)	:	45

Quantity	:	4 Units
Make	:	Mitsubishi
Body Style	:	GL 2.5 DiD M/T Lc1tjnufal_E80L200 Double Cabin Pickup
Seating Capacity	:	5 (All seated including Driver)
Number of doors	:	4
Number of Cylinders	:	4
Engine Type	:	Diesel
Displacement (cc)	:	2442
Max. torque	:	200/1750-3750
Ground clearance	:	(mm) 188
Turning radius (m)	:	6.2
Wheelbase (mm)	:	3130
Dimensions (Lx)(mm):	:	5265 x 1865 x 1765
Gearbox	:	Manual
Transmission	:	Part time manual 4x4
Suspension	:	Heavy duty
Gross Weight	:	2750
Tank Capacity (L)	:	75

Article 2: Scope of Works

The Supplier shall be responsible to supply the requested utility vehicles to NTA and shall be specified, quantified and priced as shown on invoice [attached].

Article 3: Contract Price

The Parties have mutually agreed that the total contract price is **Two Hundred Fourteen Thousand United States Dollars (US\$214,000.00)**. This total amount is exclusive of handling and port charges and duty.

Article 4: Mode of Supply and Payment Terms

The parties have agreed that upon receipt and signing of this contract, the Supplier shall supply NTA the seven (7) units of utility vehicles, as specify in the **"PAYMENT TERMS"** below, and total dollar value on invoice for these vehicles shall be **Two Hundred Fourteen Thousand United States Dollars (US\$ 214,000.00)**, and payment terms shall be as follows:

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FIRST PAYMENT

Upon signing of the contract, the NTA shall pay to the Supplier in the amount of **Fifty-Three Thousand United States Dollars (US\$53,000.00)** and take delivery of the first batch of the 2 units of SUVs (**Toyota Urban Cruiser Deluxe 4-A/T**);

SECOND PAYMENT

The amount of **Forty-Three Thousand United States Dollars (US\$43,000.00)**, shall be paid to the Supplier by the NTA as 2nd Payment after one month of the signing and take delivery of the 1-unit SUV (**Toyota Fortuner 6-Auto 4x4**);

THIRD PAYMENT

The amount of **Fifty-Nine Thousand United States Dollars (US\$59,000.00)**, shall be paid to the Supplier by the NTA as 3rd Payment after two (2) months of the signing and take delivery of 2 units of Double Cabin Pickup (**Mitsubishi**);

FOURTH PAYMENT

The last and final payment of **Fifty-Nine Thousand United States Dollars (US\$59,000.00)** of the contract value, shall be paid to the Supplier as 4th Payment after three (3) months of the signing, and take delivery of the last 2 units of Double Cabin Pickup (**Mitsubishi**), and which shall also be the end of the contract.

Article 5: Services

It is mutually agreed by the Parties that the Supplier shall provide the NTA, when needed any or all spare parts and provide services for all the utility vehicles one (1) year, with all cost associated be forwarded to the NTA for payment.

Article 6: Duration

This contract shall remain in effect for a period of Eight (8) months, commencing the date of signing.

Article 7: Termination

It is herein agreed by the parties that either party shall have the right to terminate this contract with cause upon thirty-day written notice in advance to the other party.

Article 8: Warranty Terms

H&A Corporation shall warrant each vehicle sold by it to be free from material defects and defects in functionality. The period of warranty shall be two (2) years or 100,000 KM, or whichever comes first from the date of receipt of the bill of lading. NTA shall notify CFAO's representative, technician or authority of any damaged or malfunctioning vehicle upon discovery of same within ten (10) working days. All of such complaints shall be verified and acknowledged by agents of the Supplier and said defective or malfunctioning vehicle(s) be replaced within one (1) month from date of acknowledgement. For any replacement of a vehicle by the Supplier requiring longer than one (1) month, the Supplier shall provide NTA with notice stating the reasons for the delay and provide the expected timeframe for resolution. Any unnecessary and unaddressed delays by the Supplier in meeting its obligation under this Contract shall constitute a breach of this Contract. The obligation under this warranty shall be limited to replacing, free of charge, any such vehicle or specific part as deemed to be defective in the opinion of the Parties and shall not extend to consequential losses. The replaced vehicle or part shall become the property of Supplier (CFAO MOBILITY LIBERIA INC).

Article 9: Force Majeure

In the event of force majeure, the Parties mutually agree that this Contract shall be suspended until such period of force majeure is abated and normal conditions are restored.

Force majeure is herein defined as natural disasters, acts of God, war, civil disturbances which shall hinder, delay or make impossible performance of this Contract. Whatever time is lost as a

result of force majeure shall be added to the life of this contract, given that the NTA is promptly informed through documentary evidence of the force majeure circumstances.

Article 10: Arbitration

It is mutually agreed and understood by the Parties hereto that failing to find an amicable settlement, all disputes arising from this Agreement or related to it shall be finally settled in accordance with the arbitration rules of the Republic of Liberia.

Article 11: Binding Effects

The terms and conditions stated above constitute an agreement between the parties stated in the preamble. Hence, no statement, promises and inducements made by any other party or agent or any party that is not contained in this agreement shall be valid or binding. The terms and conditions herein contained shall also be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, successors-in-business and assigns as though they were herein mentioned by names.

Article 12: Governing Law

This contract shall be governed by the laws of the Republic of Liberia.

Article 13: Entire Agreement

This contract and the attachments hereto made, constitute the entire agreement between the parties relating to the subject matter and supersede any other oral statements, discussions, representations or agreements made by either party to the other.

Article 14: Taxes

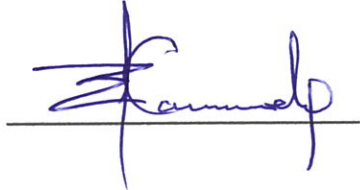
The supplier shall be responsible for all taxes or other forms of payments due the Government of Liberia under this contract.

Article 15: Contract Modification or Extension

The parties agreed that this contract may be modified in whole or in part only with the written consent of both parties and under terms and conditions to be negotiated. Any such modification shall be duly executed as an addendum, and may be requested by either party.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this 8th day of May, A. D. 2026.

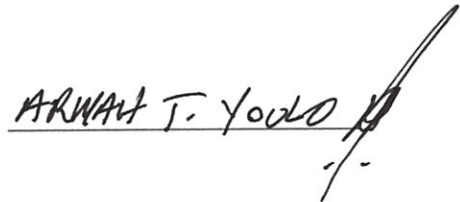
IN THE PRESENCE OF:



FOR THE NTA:

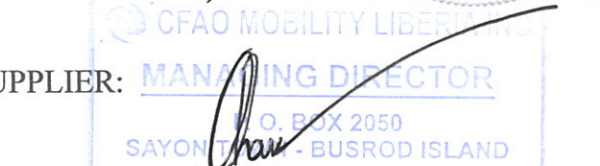


Hon. Edmund Forh Forh
MANAGING DIRECTOR [NTA]



ARWAN T. YODO

FOR THE SUPPLIER:



MANAGING DIRECTOR
P.O. BOX 2050
SAYONTOWN - BUSROD ISLAND
MONROVIA - LIBERIA
Tel: 0755 007 752
Mr. Navin Chander
GENERAL MANAGER
(CFAO MOBILITY LIBERIA INC)

Executed at Monrovia

In two (2) original copies.

The Supplier: (CFAO Mobility Liberia Inc)

The NATIONAL TRANSIT AUTHORITY