



ACT

THE INVESTMENT FRAMEWORK AGREEMENT (RATIFICATION)

ACT, 2025

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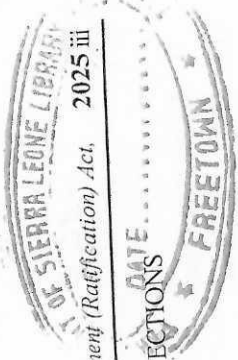
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WHEREAS the Investment Framework Agreement for investment in and development of Sherbro Island Between the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE of the one part and SHERBRO ALLIANCE PARTNERS LIMITED of the other part, derives from a memorandum of Understanding Between the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE of the one part and SHERBRO ALLIANCE PARTNERS LIMITED of the other part, for investment in and development of Sherbro Island was approved by Cabinet in September, 2019.

AND WHEREAS an Agreement dated 14th December 2022 was made Between the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE of the one part and SHERBRO ALLIANCE PARTNERS LIMITED of the other part, for investment in and development of Sherbro Island.

AND WHEREAS an Agreement dated 19th March, 2024 made Between the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE of the one part and SHERBRO ALLIANCE PARTNERS LIMITED of the other part, certain provisions of the Agreement of 14th December 2022 were amended.

AND WHEREAS by Cabinet Conclusion No. CP (2024) 30 of 22nd May, 2024 Cabinet approved the Investment Framework Agreement for investment in and development of Sherbro Island between the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE and SHERBRO ALLIANCE PARTNERS LIMITED.

AND WHEREAS by Cabinet Conclusion No. CP (2024) 30 of 22nd May, 2024 Cabinet authorised the Investment Framework Agreement to be enactment by Parliament.

AND WHEREAS the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE has undertaken to, as soon as practicable following the Effective Date, now seeks to give full force and effect for the purposes of facilitating the implementation of the Development Framework and giving full legal and commercial effect to the provisions of this Agreement, as set out in the Schedule.

AND WHEREAS, the Parliament of Sierra Leone, in pursuance of the powers vested in the President under paragraph (d) of subsection (4) of section 40 of the Constitution of Sierra Leone, 1991 (Act No. 6 of 1991) hereby ratifies the Investment Framework Agreement as set out in the Schedule.

INVESTMENT FRAMEWORK AGREEMENT

14 DECEMBER, 2022

Between

GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

and

SHERBRO ALLIANCE PARTNERS LIMITED

FOR

INVESTMENT IN AND DEVELOPMENT OF SHERBRO ISLAND

PREAMBLE

THIS INVESTMENT FRAMEWORK AGREEMENT (the "Agreement") is executed and delivered as a deed on 14 December, 2022

BETWEEN:

(1) **THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE**, with its seat in Freetown, Republic of Sierra Leone, (the "Government"), represented by the **CHIEF MINISTER**, Dr. David Moimina Sengeh; and

(2) **SHERBRO ALLIANCE PARTNERS LIMITED**, a company registered under the laws of the United Kingdom with registered offices at 10 Queen Street Place, London, England EC4R 1AG (hereinafter referred to as "SAP"),

each referred to herein as a "Party", and collectively as the "Parties".

WHEREAS:

(A) The Parties wish to develop Sherbro Island, an island located off the coast of mainland Sierra Leone. Following extensive discussions and negotiations, the Parties have agreed upon:

(i) the development of a large-scale, broad-based special economic zone ("SEZ") encompassing the territorial and maritime boundaries on and surrounding Sherbro Island, as more fully described in Schedule 2, and the establishment of a City to be situated within the SEZ (the SEZ together with the City are referred to as the "Development Zone");

(ii) the establishment of an authority that will serve as both City manager and Development Zone administrator (the "Development Authority"); and

(iii) a development program to be undertaken by SAP and the Development Authority as attached at Schedule 3 in order to catalyze economic development within the Development Zone and its City (the "Development Program")

All of items (i) through (iii) of this Recital (A) together, referred to as the "Development Framework".

(B) The Parties hereby acknowledge that a key requirement to implement the Development Framework is the Development Authority's crafting and administration of legal and fiscal regimes appropriate for Development Zone (including the City) to mobilize private sector investment and entrepreneurs and create new industries, based upon a foundation of innovative, world-class smart city planning, municipal finance, infrastructure and land-use policies.

(C) The Parties have entered into this binding Agreement to establish a framework for undertaking the numerous interrelated activities required to achieve the implementation of the Development Framework.

THE PARTIES HEREBY AGREE AS FOLLOWS.

PART I- PRELIMINARY

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

Capitalised terms used in this Agreement, including the Preamble shall have the meanings ascribed to those terms in Part 1 of Schedule I.

1.2 Interpretation

This Agreement, unless expressly provided otherwise, shall be subject to the rules of interpretation set out in Part 2 of Schedule I.

2. Development commencement date

2.1 Effectiveness and Term

- (a) This Agreement shall enter into full force and effect from the date of its execution and delivery by both Parties ("Effective Date").
- (b) The obligations set out in Clause 10.1 through 10.3 shall not be legally binding upon SAP, or upon any Project Participant or their respective successors or assignees, until the date upon which this Agreement has been enacted by the Parliament (the "Development Commencement Date").

2.2 Term

The term (the "Term") of this Agreement shall commence on the Effective Date and continue until this Agreement is either:

- (a) terminated pursuant to Clause 16; or
- (b) in the event that no ongoing SAP Default and/or Government Default exists, terminated by mutual agreement of the Parties in writing.

3. DEVELOPMENT ZONE

3.1 Establishment of the Development Zone

The Parties agree that the coordinates set forth in Schedule II to this Agreement shall constitute the Development Zone. Provided that all political and local entities are maintained

Conditions for implementation development framework.

3.2 Development Zone Requirements.

As soon as practicable following the Effective Date, the Government shall procure the enactment of this Agreement for the purposes of facilitating the implementation of the Development Framework and giving full legal and commercial effect to the provisions set out in this Agreement, including (without limitation):

- (i) giving full legal effect to the requirements set out in Schedule IV;
- (ii) establishing the Development Zone in accordance with the requirements of this Agreement;
- (iii) establishing the legal regime for the Development Zone in accordance with the requirements set out in Clause 9;
- (iv) establishing a fiscal regime for the Development Zone in accordance with the principles set out in Clause 13.4;

- (v) facilitating the procurement of the requisite land rights for the Development Framework in accordance with Clause 7;
- (vi) empowering the Development Authority with the powers and authorities required to carry out its responsibilities and duties set out in this Agreement, including those specific powers and authorities set out in Schedule IV; and
- (vii) supporting and enabling the Government and any State Component to implement their obligations, agreements and undertakings set out in this Agreement.

3.3 Expansion of Development Framework

The Parties, by mutual agreement, shall be entitled at any time during the Term to expand the Development Framework and its facilities and to extend the boundaries of the Development Zone. Where any such extension requires a formal approval of the Government or other State Components, such approval shall not be unreasonably withheld or delayed.

Objective to attract long term investment.

3.4 Objectives of the Development Zone

The objectives of the Development Zone are to attract long-term public and private sector investment through:

- (a) a specially designed fiscal and trade regime, to be promulgated by the Development Authority;
- (b) a best-in-class business enabling environment with a legal and regulatory structure that:

- (i) enhances the Development Zone's business and commercial attractiveness, supports inclusive entrepreneurship, and environmentally sustainable investment;
- (ii) enables businesses to expand without excessive government intervention;
- (iii) encourages local entrepreneurship and human capital development;
- (iv) generates employment and stable economic activity; and
- (v) facilitates company formation and operation, has streamlined procurement, and fosters transparent, low-cost, and impartial contract and judgment enforcement; and
- (c) the establishment and economic development of the City.

PART II-DEVELOPMENT AUTHORITY

4 DEVELOPMENT AUTHORITY

The Parties shall constitute the Development Authority as a public private partnership between the Government and SAP.

4.1 Establishment of the Development Authority

- (a) As soon as practicable following the enactment of this Agreement, the Parties shall take all steps as required to establish the Development Authority as a body corporate with perpetual succession and a common seal and that may sue and be sued in its corporate name with its head office in Bonthé, Sherbro Island, Sierra Leone and with branch offices in Freetown, Sierra Leone and London. England, including:

Authority to be body corporate.

(i) determining the corporate constituent documents, and corporate formalities of Development Authority inconsistent with this Agreement shall be appropriate for the Development Authority in undertaking the duties and exercise the authorities to be granted it by this Agreement;

(ii) developing a funding plan for Development Authority in order to ensure that it remains sufficiently funded to carry-out its duties and activities pursuant to this Agreement;

(b) For the avoidance of doubt, the Parties shall ensure that the Development Authority shall be established as a newly incorporated entity.

4.2 Government Revenue Share and Review Mechanism.

The Parties have agreed that the Government shall be entitled to an annual Gross Revenue Share which shall commence on the 5th anniversary of the Development Commencement Date of 5% and commencing on the 10th year 10%. After the 15th anniversary of the Development Commencement Date, the Parties shall review the economic performance of the Development Authority and the Development Zone, its sources of revenue and the level of investments within the Development Zone and negotiate a broader participation in the Development Authority based upon its portfolio of assets:

Provided that the Development Authority shall withhold its share of Gross Revenue Share to be paid to the Government and pay to the Community Development Fund for development activities.

4.3 Functions of Development Authority

The Development Authority shall be responsible for:

- (a) the exclusive oversight, regulation and administration of the Development Zone (and the City thereby established);
- (b) development activities in accordance with the requirements of this Agreement;
- (c) the formulation of appropriate policies to promote and co-ordinate the development of various trades and activities within the Development Zone with due regard to the protection of the environment; and
- (d) providing an economic, legal, and social environment for encouraging investments, technological progress, the development of new industries and the training and attraction of human capital to the Development Zone and its City.

4.4 Powers of the Development Authority

The Development Authority is hereby granted all the requisite legal capacity, power and authority to carry out all of its duties and responsibilities envisaged by this Agreement, including (without limitation) the powers and authorities set out in Schedule IV.

4.5 Governance Framework of the Development Authority

The governance of the Development Authority shall be as set forth in its constituent documents which shall be consistent with and incorporate the terms set out in Clauses 4.6 through 4.13.

Development Authority governance structure.

4.6 Establishment of Board of Directors of the Development Authority

(a) The management and control of the affairs of the Development Authority shall be vested in a board of directors of the Development Authority (the "Board"). The Board, acting through duly appointed officers, employees and agents, shall have the authority to exercise all powers necessary and convenient for the purposes of the Development Authority as set forth in this Agreement.

(b) The Parties hereby establish the Board that shall govern the Development Authority:

(i) initially comprised of 7 members (the "Initial Board");

(A) 3 members appointed by the President from the Private Sector representing Sierra Leone's interests ("Sierra Leone Representatives"); and

(B) 4 members appointed by SAP from the private sector representing SAP's interests ("SAP Representatives"), one of whom SAP shall designate "Chairperson" of the Board, and who shall have a casting vote in the event of a tie; and

(ii) following the Start-Up Phase, the Parties shall be entitled to appoint an additional Eight (8) directors (6 by SAP and 2 by the President) who shall have a duty to promote the development of Sherbro Island consistent with this Agreement (each an "Independent Director");

(c) A party appointing a director may remove a director it has appointed and appoint a new director in that director's place by notice in writing to the Chairperson and Office of the Coordinator.

(d) All of the members of the Board shall be individuals of high integrity and accomplishment and whose credentials and background shall be vetted by the Board committee responsible for credentials, nominations and compensation ("Credentials Committee") and are expected to be Investors or respected persons with expertise in international investment or finance, economic development, international financial institutions or another area relevant to the Board (the "Private Sector"). For purposes of this Clause 4.6 (d) an "Investor" shall be an individual or entity which meets income, asset, and sophistication criteria adopted by the Credentials Committee and adopted by the Board.

(e) The Parties intend that meetings of the directors are convened and held at least quarterly and that a written agenda for each meeting of the directors specifying the matters to be raised at the meeting is sent (together with the notice convening the meeting) not less than fifteen (15) days before the date of the meeting to all directors (or their alternates) entitled to receive notice of the meeting

(f) Except as otherwise required by applicable law, the Board shall take action on all matters by the affirmative vote of a majority of the directors present at a meeting of directors at a duly called meeting at which a quorum is present.

(g) The Board shall:

- (i) have authority and be responsible for the corporate organization of the Development Authority;
- (ii) be constituted as the highest decision-making body of the Development Authority, whether as the Development Authority's management board, board of directors, or similar body;
- (iii) exercise all of the legislative and executive authorities granted to the Development Authority by this Agreement; and
- (iv) by and through the Development Authority:

(A) establish, govern and develop a new City in the Development Zone;

(B) administer the Development Zone so as to promote economic development in accordance with the principles set out in this Agreement and in the Development Program; and

(C) legislate, adopt and enforce the Legal Enabling Environment.

Powers and
Functions of
the Board

4.7 Powers and Functions of the Board

The Board shall exercise the following powers and functions:

- (a) approve the constituent documents of the Development Authority and any amendments thereto;
- (b) formulate and implement policies of the Development Authority, including the specially designed legal, fiscal and trade regime of the Development Zone, as authorized by this Agreement;
- (c) conduct administrative affairs;
- (d) conduct external affairs as authorized by this Agreement;
- (e) draw up and introduce budgets and final accounts;
- (f) approve all financing plans for the Development Authority;
- (g) monitor the Development Program and report to the Parties;

- (h) manage and oversee the affairs of the Development Authority and the Board itself;
- (i) draft and introduce bills, motions and subordinate legislation in accordance with and subject to the requirements of this Agreement.

Powers and Functions of the Chairperson

4.8 Powers and Functions of the Chairperson

The Chairperson shall exercise the following powers and functions:

- (a) preside over meetings;
- (b) decide on the agenda;
- (c) decide on the time of meetings;
- (d) call emergency sessions as he sees fit, with consideration to requests of the Chief Executive; and
- (e) exercise other powers and functions as prescribed in the rules of procedure of the Board.

Replacement of Board Members.

4.9 Replacement of Board Members.

- (a) If any Sierra Leone Representative is temporarily unable to discharge the duties of his office due to ill health, absence, or for any other cause, the President of the Republic of Sierra Leone may nominate some other person to act in the place of such Sierra Leone Representative.
- (b) If any SAP Representative (including the Chairperson) is temporarily unable to discharge the duties of his office due to ill health, absence, or for any other cause, SAP may nominate some other person to act in the place of such SAP Representative.

- (c) If any Independent Member is temporarily unable to discharge the duties of his office due to ill health, absence, or for any other cause, the party that has nominated that Independent Member may nominate some other person to act in place of such Independent Member.

4.10 Resignation

The Chairperson or any member of the Board may at any time resign his office by letter to that effect addressed to the Board.

4.11 Board Meetings

The procedure for Board meetings shall be as follows:

- (a) The Chairperson shall preside at all meetings of the Board; provided that, in the absence of the Chairperson from any meeting, SAP may appoint any present SAP Representative as temporary Chairperson to preside at the meeting.
- (b) The quorum for the Initial Board in relation to any meeting of the Board shall be 2 Sierra Leone Representatives and 2 SAP Representatives. The quorum for the full Board shall be decided by the Initial Board.
- (c) The Board shall meet as often as it deems necessary, but in any event not less than once every calendar quarter.
- (d) At any meeting of the Board each member present shall be entitled to cast one (1) vote each on each issue put to a vote.
- (e) All decisions at any meeting of the Board shall be taken by simple majority vote of members present.

4.12 Appointment and authority of executives

Recruitment and appointment of executives shall be as follows:

- (a) The Board shall be responsible for the recruitment, retention and dismissal of the Development Authority's Chief Executive Officer (CEO), Chief Financial Officer (CFO) and other senior executives as decided by the Board.
- (b) SAP, in order to expedite the organisation of the Development Authority, shall recruit and propose for the Board's consideration the following inaugural officers of the Development Authority, which the Board, at its sole discretion, may appoint:
 - (i) Chief Executive Officer (CEO); and
 - (ii) Chief Financial Officer (CFO):

Provided that following the appointment of the initial CEO and CFO, replacements for these executives shall be made by the Board.

- (c) Officers of the Authority serve at the pleasure of the Board, subject to the terms of any applicable employment agreement, and any officer may be removed at any time, with or without cause, by the CEO who, in turn, may be directed by the Board with respect to such removal.
- (d) The Board shall be entitled to delegate to the Chief Executive Officer, who shall report to the Board, the management of all executive affairs under the administration of the Development Authority including the hiring and dismissal of all Development Authority staff, subject to the above appointment and dismissal rights.

Coordinator
to
supervise
agreement.

4.13 Office of the Coordinator

- (a) As soon practicable following the date of ratification of this Agreement, the Parties shall establish an "Office of the Coordinator" which shall be responsible to undertake, as requested by either Party, to assist the Parties in coordinating the implementation of the Parties' commitments under this Agreement, specifically to:
 - (i) support the Parties with respect to due diligence on the Parties' nominees of members of the Board;
 - (ii) liaise between the Parties with respect to the coordination of their respective obligations under this Agreement;
 - (iii) in advance of Development Authority formation, receive and coordinate the distribution of relevant reports, financial statements and audit statements for the attention of the Parties, and hold any other documents on behalf of the Parties;
 - (iv) advise the Parties on the status of the implementation of the Agreement;
 - (v) serve as liaison, between the Sherbro Community Trust and the Development Authority and, if requested, mediate issues that may arise;
 - (vi) serve as liaison between the Development Authority and the Government and any other applicable State Component to facilitate the implementation of this Agreement;

(vii) assist the Parties to recruit staff with appropriate skills to perform functions herein stated above; and

(viii) perform such other duties assigned to the Office of the Coordinator by the Parties.

(b) The Office of the Coordinator shall be funded by the Development Authority, provided that SAP shall provide funding for the Office of the Coordinator (to be repaid by the Development Authority) until the earlier of (i) 6 months from the date of ratification of the Agreement or (ii) the Development Authority becomes fully operational and capable of providing the requisite funding.

(c) The Office of the Coordinator shall be appointed by mutual agreement of the Parties within thirty (30) days of the execution and delivery of the Agreement and may be replaced by mutual agreement of the Parties.

Jurisdictional Limitations of Base Economy Authorities.

4.14 Jurisdictional limitations of Base Economy Authorities.

The Parties agree that Government shall ensure that, except as expressly provided for in this Agreement, or as expressly requested by the Development Authority (from time to time), Base Economy Authorities shall not have:

- (a) jurisdiction in the Development Zone; and
- (b) power to regulate the activities of SAP, any Project Participant, or any commercial entities, administrative entities or residents located in the Development Zone.

5. DEVELOPMENT ENTITY

Establishment
of
philanthropic
entity.

SAP, at its sole discretion, may establish a not-for-profit entity (the "Development Entity") with a board consisting of highly respected individuals with expertise in development, investment attraction, international organisations or diplomacy to serve as:

- (a) a vehicle for and to provide initial funding until the Development Authority has self-sustaining revenues; and
- (b) a philanthropic catalyst that funds community initiatives and social services in the Development Zone in consultation with the Sherbro Community Trust including making contributions to the Development Fund;

Provided that proposed philanthropic community initiatives and social services shall be approved by the Sherbro Community Trust.

6. SHERBRO COMMUNITY TRUST

6.1 ESTABLISHMENT OF SHERBRO COMMUNITY TRUST

There is hereby established a representative body for the locals of Bonthe Sherbro Island (the "Sherbro Community Trust"), that shall interface with the Development Authority regarding development on Sherbro Island.

6.2 Composition of Sherbro Community Trust

The Sherbro Community Trust shall comprise:

- (a) the following permanent members.
 - (i) the Paramount Chiefs on Sherbro Island;
 - (ii) the Mayor of the Bonthe Municipality;
- and

(iii) the Member or members of Parliament representing Sherbro Island; and

- (b) in addition to the permanent members in (c) 3 indigenes from Sherbro Island, who are not permanent members, shall be appointed by the President of Sierra Leone for an initial term of 10 years, and shall be eligible for reappointment for a further term of 5 years;
- (c) The Sherbro Community Trust, after the appointment of the non-permanent member shall not be deemed to have a quorum to conduct business without at least 2 members of the non-permanent members present at any given time.
- (d) The Sherbro Community Trust shall have a Chairman appointed by its members.
- (e) The Chairman of the Sherbro Community Trust shall have a seat on the Board of the Development Authority as an "ex-officio" member, with non-voting rights in decision-making.

6.3 Functions of Sherbro Community Trust

The Sherbro Community Trust shall represent the interests of the locals on Sherbro Island with the Development Authority with respect to:

- (a) transactions relating to land on Sherbro Island including ensuring the receipt of proceeds of land sales, leases, rentals and any other transfer of interest in land by land owners;

- (b) matters pertaining to the implementation of the Development Program;
- (c) administration of the Development Fund, including the implementation of financial control and reports;
- (d) public participation in decision making by local communities in matters involving the development projects, including the Development Program;
- (e) community projects for proposal to the Board;
- (f) mediating disputes that may arise between a member of the community and the Development Authority; and
- (g) any other matters which the Sherbro Community Trust members agree are necessary to perform the foregoing functions as confirmed by a duly adopted resolution.

7. LAND ACQUISITION PROGRAM

Formulation of land acquisition programme.

- (a) As soon as practicable following the Effective Date, the Parties, in consultation in collaborative decision-making with the Sherbro Community Trust, shall formulate a land acquisition program with respect to the identification and procurement of the requisite land rights for the implementation of the Development Framework (the "Land Acquisition Program").

- (b) The Development Authority, in accordance with this Agreement, shall also have the right to procure land rights through eminent domain, exercised only with the approval of the Sherbro Community Trust, as may be required for the implementation of the Development Framework.

Provided that the right to eminent domain shall be exercised only after careful consideration of the recommendation of the Sherbro Community Trust.

Fund management rules.

8. COMMUNITY DEVELOPMENT FUND

- (a) The Development Authority shall establish an account for the purpose of holding monies for promoting and facilitating development and improving the lives of the local community of Sherbro Island (the "Community Development Fund").
- (b) Prior to initial funding of the Community Development Fund, the Development Authority and the Sherbro Community Trust shall discuss and agree upon an investment policy which shall set out the rules and regulations regarding the uses and deployment of proceeds from the Community Development Fund.
- (c) The Community Development Fund shall in addition to the provisions in section 4.2 be funded by yearly contributions by the Development Authority, which shall determine the quantum and manner of its contribution to the Development Fund.

No.

ART IV-LEGAL ENABLING ENVIRONMENT

LEGAL ENABLING ENVIRONMENT

1.1 Legal Enabling Environment
The Development Zone shall have a legal enabling environment adopted by the Development Authority in accordance with this agreement.

Committee for law reform initiatives.

1.2 Law Committee

- (a) The Development Authority shall establish a Law Committee comprised of legal experts with international experience including local Sierra Leone legal counsel knowledgeable in the laws of Sierra Leone.
- (b) The Law Committee shall develop a "best in class" Legal Enabling Environment applicable within the Development Zone based on international best practices.
- (c) The Law Committee shall undertake the review of existing laws to confirm how their applicability may affect the administration and prospects of the Development Zone. Where the Law Committee determines that legislation is absent or deficient the Development Authority shall cause the Law Committee to advise the Office of the Attorney General and to initiate a law reform initiative.
- (d) Where there are "customary law implications or a potential impact on customary practices of any law reform initiative proposed by the Law Committee, the Law Committee shall also include a representative nominated by the Sherbro Community Trust and the Law Committee shall undertake appropriate public consultation.

- (e) The Law Committee shall, upon completing their work on a law reform initiative, report to the Development Authority and Office of the Attorney General, and upon the Board's approval, the relevant legislation, regulations or code shall be adopted by the Development Authority Board as applicable within the Development Zone subject to consultation with the Attorney General regarding any required legal formalities with respect to adoption of the law, regulation, or code.

PART V - IMPLEMENTATION

10.1 IMPLEMENTATION

10.1 Scope and purpose of the development program.

The Development Program shall be a large-scale development program to serve as a generator of economic growth on Sherbro Island, in the form attached at Schedule III. The Development Program sets out the initial strategy for economic development of Sherbro Island.

10.2 Initiation of the development programme.

Unless otherwise agreed between the Parties, SAP shall commence the implementation of the Development Program on the Development Commencement Date.

Justification
for
modification

10.3 Modification of the development programme.

The Parties hereby agree and acknowledge that SAP and any Project Participant, as authorised by the Development Authority, may from time to time make changes to the Development Program in order to:

- (a) comply with any applicable technical, environmental and social standards applicable to the Development Framework as such standards may evolve and develop during the course of Project implementation;
- (b) address any customary law issues that may arise from time to time;
- (c) comply with any requirements of International Financial Institutions or any other lender providing finance in connection with the Development Framework;
- (d) attend to requests of any Project Participant; or
- (e) attract foreign investment into the Development Zone.

10.4 Immediate impact projects for Sherbro Island.

The Parties acknowledge there are a number of projects ("Immediate Impact Projects") that are anticipated requirements for the development of and to improve the livelihoods of the people living on Sherbro Island, including:

- (a) dredging of all sea routes, including the Sheba Strait, in order to allow local fishing trawlers and other vessels access to the Sherbro Island;
- (b) construction of road traversing the chiefdoms of the Sherbro Island;
- (c) rehabilitation of the Government school at Baimbay, that services 6 chiefdom communities on Sherbro Island;

Social
projects
to improve
livelihood.

- (d) construction of 2 secondary schools located in Yoni in the Sittia Chiefdom and Chepo in the Dema Chiefdom; and
- (e) construction of 2 clinics in Yoh in the Dema Chiefdom and Sahanya in the Sittia Chiefdom.

10.5 Implementation Plan of immediate impact projects.

SAP shall, in consultation with the Sherbro Community Trust, undertake the requisite analysis, the financial, technical and economic feasibility of the immediate impact project and develop an implementation plan, upon which the project shall undertake the projects until the Development Authority is constituted at which point it shall transfer the projects to the Development Authority:

Provided that SAP shall defer work on the Immediate Impact Projects pending ratification of this Agreement.

Notice of ongoing programmes in Development Zone.

10.6 Coordination of ongoing initiatives in the Development Zone.

For the purpose of ensuring that there is coordinated and systematic development within the development zone, The Government shall promptly notify SAP or the Development Authority (when constituted) of any initiative ("Ongoing Initiative") it proposes or supports on Sherbro Island or contiguous islands (a "Notice of Ongoing Initiative"), whereupon SAP or the Development Authority may elect to:

- (a) consent to the Ongoing Initiative; or
- (b) include the Ongoing Initiative in the Development Program.

10.7 Evaluation and mitigation of ongoing initiatives.

(1) A Notice of Ongoing Initiative will provide sufficient detail to enable the SAP or the Development Authority to evaluate the Ongoing Initiative's potential in relationship to the Development Program, and the Government shall provide SAP and the Development Authority with any further information reasonably requested by them regarding any Ongoing Initiative.

(2) In the event that SAP or the Development Authority do not make an election, but has determined that an Ongoing Initiative may adversely impact the Development Program, they shall be entitled to request that the Government take the necessary measures to abate or mitigate the adverse impact of the Ongoing Initiative so as not to adversely impact the Development Program.

Government approval and permits.

10.8 Government commitments to SAP and project participants.

The Government shall:

- (a) issue to SAP and any Project Participant any and all approvals and clearances (at all applicable jurisdictional levels) as may be required for the purposes of SAP and any Project Participant undertaking investments pursuant to the Development Program, the Master Investment Concession, each relevant Concession and any Project Activities;
- (b) timely issue or renew any and all approvals that SAP, any Project Participant or their respective successors or assignees identifies as being necessary in order for its subcontractors and suppliers to provide goods and services relating to the Master Investment Concession, relevant Concession or in connection with any Project Activities;

- (c) ensure that all Transport Infrastructure Utility Linkages are provided to SAP and Development Zone for the purposes of Master Investment Concession, a relevant concession, the Development Program and in connection with any Project Activities
- (d) ensure that SAP and each Project Participant enjoys the right of free movement within the territory of the Republic of Sierra Leone goods (including materials, equipment, technology, machinery and instruments) and personnel to and between facilities connected with the Project, including allowing SAP and all Project Participants access and use all roads owned or controlled from time to time by the Government or any State Component;
- (e) for the purposes of the Development Framework and subject to the terms of the Agreement, grant, to the personnel of SAP and the Project Participants and other directly involved in the Development Framework:

- (i) entry into the Republic of Sierra Leone (subject to any required visas);
- (ii) work permits for all such personnel; and
- (iii) the unobstructed movement of such personnel, their personal property and assets in areas within the territory of Republic of Sierra Leone;

- (f) the Government shall, if reasonably requested by SAP or third-party investor, as soon as reasonably practicable following such request, issue such letters or other forms of written confirmation which confirm the rights or entitlements of SAP or any other Project Participant under this Agreement or other applicable Law; and
- (g) to the extent that SAP applies for political risk or similar insurance that requires host country approval, use Best Endeavours to facilitate such approval, including obtaining approvals from relevant State Components.

State
components
compliance.

10.9 Government responsibility for state components.

- (a) The Government shall ensure that each State Component complies with the Government's obligations under this Agreement as if each such State Component were the Government. The Government shall be responsible for the acts or omissions of each State Component as if such acts or omissions were those of the Government and any failure by any State Component other than the Government to comply with this Agreement (as if it were the Government) shall be deemed to be a failure by the Government to comply with this Agreement.
- (b) The Government shall ensure and guarantee the timely performance of each State Component of the obligations and undertakings of the Government under this Agreement. The Government shall ensure that each of the State Components accepts and acts in a manner consistent with all of the rights granted or made available to SAP under this Agreement.

(c) Except with the prior written consent of SAP:

(i) neither the Government nor any other State Component shall grant any rights to any person and/or entity that are inconsistent or conflict, or may interfere, with the full exercise or enjoyment by SAP of its rights under this Agreement; and

(ii) the Government shall ensure that each State Component shall abstain from any action that would frustrate, delay or otherwise impede the Development Framework.

(d) The Government shall, in a timely fashion, issue, give or cause to be given, in writing all enactments, orders, regulations, rules, interpretations, authorisations, approvals necessary to enable and require any relevant State Component to perform in a timely manner all the Government's obligations under this Agreement.

(e) The obligations of the Government under this Clause shall not be affected by any privatisation, insolvency, liquidation, reorganisation or any change in the ownership, organisational structure, viability or legal existence of any State Component.

10 Protection from interference.

During the Term, no action shall be taken by the Government or any State Component, that may infringe, undermine or be prejudicial to the rights of SAP (or the Development Authority when constituted) arising out of the implementation, management and operation of the Development Program in the Development Zone or City, including issuance of license to competing firms engaged in providing similar or like services as specified in the Development Program; or provision to any such competing firms or enterprise by the Government of any other advantage or privilege including by way of exemptions or waivers to such competing firms engaged in providing similar or like services as SAP's in the Development Zone or City.

11 Import, export and work permits.

The Government shall procure that the Development Authority, SAP and the Project Participants enjoy the right to:

(a) import and use foreign materials, technology, equipment and services in connection with this Agreement, Project Activities, the Master Plan, the Master Investment Concession, or each Concession Sub-Agreement or each Support Agreement, and the right to re-sell or export such foreign materials, technology, equipment and services after using them, the foregoing rights exercised free of all customs duties, other Taxes, and other import or export limitations within the Republic of Sierra Leone; and

(b) multiple entry and work permit for skilled expatriate personnel and their families in respect to the implementation of Project Activities, the Development Program and Master Investment Concession and such

Government facilitation of imports, work permits, and taxexemptions.

personnel (and their families) will be permitted to import and export their household goods and personal effects free from all customs duties, other Taxes, and other import or export limitations. Such personnel will also be permitted to freely transfer salaries and wages to their home countries and those salaries and wages will not be subject to Taxes in the Republic of Sierra Leone.

II. CONCESSION RIGHTS.

II.1 Investment rights and concessions within the Development Zone

The Parties hereby acknowledge that the Development Framework Agreement will necessitate a high level of economic, financial, development coordination and high-quality implementation. For the purposes of implementing the Development Program, including S/ investments set forth therein, the Government hereby grants to S/ the following exclusive investment rights within the Development Zone (the "Master Investment Concession"):

- (a) the right to initiate, fund, and complete master planning, engineering, infrastructure planning, and relevant public consultation processes required to develop the Master Plan for the Development Zone;
- (b) the right to contract for development of the Master Plan and to coordinate completion and approval of the Master Plan with the Government (and upon its establishment, the Development Authority);
- (c) the right to undertake the Development Program (the rights set forth in Clause 11.1.1 (a) through (c) (inclusive) collectively hereinafter, "Planning and Development Rights"); and

(d) the exclusive right to invest, engage in commercial activity, own and operate businesses in each of the following sectors in the Development Zone:

- (i) Entertainment and Media Production Investment concession sectors;
- (ii) Media Distribution;
- (iii) Tourism and Hospitality;
- (iv) Gaming;
- (v) Residential Real Estate;
- (vi) Aquaculture Processing, Production and Trading;
- (vii) Agriculture Processing, and Trading;
- (viii) Financial Services;
- (ix) Production and Processing Services;
- (x) Aviation and Maritime Transportation;
- (xi) Healthcare;
- (xii) Technology Services;
- (xiii) Education and Training;
- (xiv) Industrial and Light Industrial; and
- (xv) Private Security.

each being a "Concession" and together collectively referred to as the "Concessions":

Notwithstanding anything contained in Clause 11 the Development Authority may attract investment, engage in commercial activity, own and operate businesses in each of the foregoing sectors in the Development Zone.

11.2 SAP shall transfer the Planning and Development Rights to the Development Authority upon the formation of the Development Authority.

Provisions for contract and support agreements.

11.3 Scope and implementation of concessions

- (a) The Master Investment Concession shall be exclusive to SAP and SAP accepts the Master Investment Concession and agrees to exercise its rights and perform its obligations in relation thereto in accordance with (and subject to) the terms and conditions of this Agreement, the Development Program, Master Plan, and any other applicable law.
- (b) The Development Authority (once established) may, at their discretion, enter into separate sub-grants and other sub-contracts, not inconsistent with the Master Investment Concession and the other terms of this Agreement.
- (c) SAP shall be entitled, in furtherance of securing investments in the Master Investment Concession to assign, novate and/or otherwise transfer rights under the Master Investment Concession including specific concessions to third party investors.
- (d) The Development Authority may enter into support agreements with African regional communities, multilateral financial institutions, regional and non-regional sovereigns/sovereign wealth funds, and international organizations, investors and prominent individuals to facilitate access to capital, markets, and technical expertise ("Support Arrangements").

11.4 Limitation of the Master Investment Concession

Master Investment Concession, for avoidance of doubt, does not include the right to explore for, develop, or produce hydrocarbon mineral resources in the Development Zone including the seabed in the Development Zone.

PERFORMANCE STANDARDS

- (a) As soon as practicable following the Effective Date, the Parties shall develop and finalise a set of performance standards ("Performance Standards") with respect to the implementation of the Development Framework and all Project Activities.
 - (i) environmental, social and community impact;
 - (ii) health and safety standards;
 - (iii) technical standards;
 - (iv) labour standards; and
 - (v) human rights.
- (b) The Performance Standards shall be based on international best practices and shall cover the following (without limitation):
 - (i) environmental, social and community impact;
 - (ii) health and safety standards;
 - (iii) technical standards;
 - (iv) labour standards; and
 - (v) human rights.

PART VI - INVESTOR PROTECTIONS

11.1 INVESTOR PROTECTIONS

11.1.1 Change of Law

Notification of Changes of Law

- (a) If either Party becomes aware of a fact or circumstance that in its reasonable opinion gives rise to, or is likely to give rise in the future to, a Change of Law that may result in compensation being paid to it under this

Agreement, it shall promptly notify the Party of that fact or circumstance to which, to the extent within the relevant knowledge, reasonably detailed particulars of that fact or circumstance.

(b) As soon as reasonably practicable after the Party has provided a notice to the other party in accordance with Clause 13.1(a), the SAP or party investor shall notify the Government based on its knowledge of the relevant fact or circumstance, whether it considers such fact or circumstance could give rise to a Change of Law under this Agreement and so, the potential amount of compensation may become payable by the Government as a result of that Change of Law. Such notification shall be indicative only and shall not be otherwise limit the rights of SAP or party investor under this Agreement or otherwise.

(c) At the request of the Government, the Government and SAP or third-party investor shall meet at a mutually acceptable place and time to discuss any relevant fact or circumstance that may give rise to a Change of Law and the proposed way forward.

13.2 Changes of Law that lead to Loss or Damage

(a) If any Change of Law has the effect of impairing, conflicting or interfering with the implementation of the Development Framework, or limiting, abridging or otherwise affecting the value of any Investment under the Development Framework or any of the rights, indemnifications or protections provided

arising under this Agreement or any Project Agreement or of imposing any other Loss or Damage on SAP or third party investor, SAP or third party investor shall give notice thereof to the Government.

(b) The Government shall compensate SAP or third-party investor for all Loss or Damage it reasonably incurs as a result of the Change of Law, other than Loss or Damage which SAP or third-party investor would not have incurred but for its failure to comply with Clause 13.2 (d) (to the extent directly attributable to such failure). Such compensation shall take the form of:

Conditions for compensation.

(i) to the extent that the Change of Law imposes (directly or indirectly) any loss or damage that takes the form of Capital Expenditure, a lump sum equivalent to the amount of such reasonably incurred Capital Expenditure; and

(ii) to the extent that the Change of Law imposes any Loss or Damage that does not take the form of Capital Expenditure, a financial sum that compensates SAP or third party investor against the Loss or Damage reasonably incurred which shall be paid either, at SAP's election:

- (A) as a lump sum, if SAP or third party investor is able to calculate on a reasonable basis the Loss or Damage incurred or likely to be incurred by SAP or third party investor during the life of the Development Framework and provide reasonable evidence of the basis of such calculation to the Government; or
- (B) on an on-going basis as and when such Loss or Damage is incurred.
- (c) The Government shall pay any compensation due to SAP or third-party investor pursuant to Clause 13.2 (b) in accordance with Clause 19 following receipt of a claim from SAP or third-party investor for such compensation.
- (d) SAP or third party investor shall not be entitled to receive compensation under Clause 13.2 (d) to the extent that the relevant Loss or Damage was incurred as a direct result of SAP's or third party investor failure to use reasonable endeavours to mitigate the impact of the Change of Law causing the relevant Loss or Damage.

13.3 Expropriation

- (a) The Government shall ensure the protection of Investments of SAP and third-party investors in connection with the Development Framework.

- (b) No Investment owned or enjoyed, directly or indirectly, by SAP or third-party investor in relation to the Development Framework shall be Expropriated by the Government, or any other State Component.
- (c) If Clause 13.3 (b) is breached, prompt, adequate and effective compensation shall be payable by the Government to SAP or and each other affected third party investor, which compensation shall, subject to Clause 13.3 (d), be no less than the Fair Market Value of the Investment expropriated as calculated at the time immediately before the Expropriation occurred (or immediately before the impending Expropriation became known in such a way as to affect the value of the Investment).
- (d) The compensation payable to SAP or third-party investor pursuant to Clause 13.3 (c) upon Expropriation of the Investment shall in no case be lower than the sum of:
- (i) all of the amounts payable by SAP or third party investor under any contract entered into in connection with such Investment, including contracts with any Lenders;
 - (ii) all of the equity or subordinated debt invested in any investment vehicle owning such Investment, to the extent that, that equity or subordinated debt has not been returned to those Persons;

- (iii) a sum equal to the net present value of the anticipated return on equity which would have been realised by the Persons holding any form of direct or indirect equity or other own interest in SAP or third party in the event that the Expropriation had occurred and
- (iv) those other Losses or Damages directly arising out of the Expropriation.

13.4 Fiscal Regime

- (a) The Development Zone shall have its own special fiscal and tax regime (the "Development Zone Fiscal Regime"), as determined by the Development Authority in accordance with the authorities granted under this Agreement.
- (b) This Agreement hereby grants authority to the Development Authority to promulgate the fiscal and tax regime for the Development Zone that shall be based on the following principles (without limitation):

Special fiscal regime for Development zone.

- (i) SAP and each third-party investor shall enjoy the benefit of the investment protections set out in this Agreement.
- (ii) SAP and each Project Participant shall be fully exempt from any Taxes with respect to Project Activities and the implementation of the Development Programme as shall be authorised by the Development Authority; and

- (iii) SAP and each Project Participant shall benefit from a tax free and import duty free corridor on mainland Sierra Leone with respect to any Project Activities and the implementation of the Development Program as shall be authorised by the Development Authority.

13.5 Transfers of Investments and Proceeds

Upon the request of the Development Authority, the Government shall permit all transfers relating to an Investment to be made freely and without delay or Tax into and out of the Republic of Sierra Leone. Such transfers include:

- (a) contributions to capital;
- (b) profits, dividends, capital gains, and proceeds from the sale of all or any part of an Investment or from the partial or complete liquidation of an Investment;
- (c) interest, royalty payments, management fees, and technical assistance and other fees;
- (d) payments made under a contract, including a loan agreement; and
- (e) payments arising out of a dispute.

Protection for development programmes and concessions.

13.6 General Investor Protection Principles

Without prejudice to any other rights or remedies of SAP and/or any Project Participant pursuant to this Agreement, the Government shall ensure that SAP and each Project Participant shall benefit from the following investor protection principles with respect to the Development Program, the Master Investment Concession, each Concession and any other Project Activities undertaken in connection with this Agreement:

- (a) national treatment protection, which confirms that the Government and any applicable State Component will accord to its own investor and investors of other foreign states treatment in the Development Zone and the Republic of Sierra Leone no less favourable than that it accords, in like circumstances, to investors other than foreign investors with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments in the Development Zone and the Republic of Sierra Leone;
- (b) most favoured nation treatment, which confirms that the Government and any applicable State Component shall accord an investor treatment no less favourable than that it accords, in like circumstances, to investors of other foreign states with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of investments in its territory;
- (c) minimum standard of treatment, which confirms that the Government and any applicable State Component shall accord to covered investments treatment in accordance with customary international law, including fair and equitable treatment and full protection and security;
- (d) permitting all transfers relating to a covered investment to be made freely and without delay into and out of the Development Zone and the Republic of Sierra Leone. The Government and any applicable State

Component shall permit transfers relating to a covered investment to be made in a freely usable currency at the market rate of exchange prevailing at the time of transfer:

- (e) protection of the Development Framework, investors and covered investments from arbitrary or discriminatory measures;
- (f) not permitting foreign exchange control policies to be applied in the Development Zone and Republic of Sierra Leone in connection with the Development Framework;
- (g) protection against unlawful interference with the Development Framework which leads to an impairment of it, including to accord to investors and covered investments treatment in accordance with customary international law, including fair and equitable treatment and full protection and security; and
- (h) confirmation that all transfers relating to an investor's investments in the Development Zone may be freely made into and out of the Republic of Sierra Leone without delay, in compliance with the procedures established by its Laws and regulations.

3.7 International Investment Agreements

Recognition of rights under international treaties.

For the avoidance of doubt, nothing in this Agreement shall deprive any person and/or entity (including SAP and any Project participant) of its rights or any remedy to which it may be entitled, or affect any obligations it may have from time to time, under any other international treaty (including, for the avoidance of doubt, any international agreement, protocol, covenant, convention, exchange of letters or like instrument):

Provided that such rights or remedy are disclosed to the Development Authority and are not inconsistent with the powers of the Development Authority and this Agreement.

- (b) If requested by SAP, the Government shall consider entering into new bilateral investment agreements and/or multi-lateral investment agreements for the purpose of facilitating the implementation of the Investment Protection Framework.

PART VII- GOVERNING LAW AND DISPUTE RESOLUTION

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law

14.1 This Agreement shall be governed by the Laws of Sierra Leone. The Parties agree to comply with the law of the Republic of Sierra Leone for all obligations to be performed within the territory of the Republic of Sierra Leone.

14.2 Arbitration

- (a) This Clause shall be governed by English Law and where applicable the laws of Sierra Leone.
- (b) Subsequent to the Development Authority's Commencement Date, the Parties expect to form an ad-hoc Dispute Resolution Board to address any Disputes that may arise in connection with this Agreement within 30 days of such Dispute arising, as a condition precedent to arbitration.
- (c) Any dispute, claim, difference or controversy arising out of or in connection with this Agreement, including, but not limited to Investment Protection Dispute and/or

dispute as to this Agreement's existence, validity, interpretation, performance, breach or termination or the consequences of its nullity or in connection with it (for the purpose of this Clause, a "Dispute"), shall be finally settled, at either Party's election by:

- (i) arbitration administered by the International Chamber of Commerce (the "ICC"), in accordance with the current Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"), except as they may be modified herein or by agreement of the Parties (an "ICC Arbitration"); or
- (ii) ad hoc arbitration in accordance with the UNCITRAL Arbitration Rules (the "UNCITRAL Rules"), except as they may be modified herein or by agreement of the Parties (an "UNCITRAL Arbitration").
- (d) The arbitration shall be conducted by three arbitrators, to be selected in accordance with:
- (i) in the event of an ICC Arbitration, the ICC Rules; or
- (ii) in the event of an UNCITRAL Arbitration, the UNCITRAL Rules, except that the third arbitrator, who will act as president of the arbitral tribunal, shall be agreed by the two Party-appointed arbitrators, in consultation with the Parties, within 60 days from the confirmation or appointment of both Party-appointed arbitrators, failing which the president shall be appointed by (i) in

the case of ICC Arbitration, the IC Court, and (ii) in the case of UNCITRAL Arbitration, the Secretary General of International Centre for Settlement Investment Disputes.

- (e) The seat of arbitration shall be London, England.
- (f) The proceedings shall be conducted in the English language.
- (g) The award shall be in writing and shall set forth the reasons for the tribunal's decision.
- (h) Unless the Parties agree otherwise, the obligations of either Party to provide or produce documents to the arbitral tribunal or other Party as part of the procedure of an arbitration under this clause, shall be as extensive as the obligations to provide or produce documents to a court in England, as if this dispute were being decided in such a court.

- (i) The Parties agree to keep confidential the existence of any arbitration, any dispute resolution and/or arbitral proceedings, the submissions made by the Parties (including any evidence submitted by the Parties), any settlement of a dispute arising out of or in connection with this Agreement, and any decisions made by the arbitral tribunal, including its awards, except as required by applicable Law and except to the extent

- (i) already in the public domain (otherwise than as the result of a breach of this Section),

- (ii) necessary to enforce the recommendation, decision, arbitration agreement or any arbitration award, or
- (iii) necessary to enforce other rights of a Party.

Waiver of Immunity

to the fullest extent permitted by law, the Government irrevocably and unconditionally:

- (a) submits to the jurisdiction of the English courts and the courts of any other jurisdiction in relation to the recognition of any judgment or order of the English courts in support of any arbitration in relation to any Dispute and in relation to the recognition of any arbitral award and waives and agrees not to claim any sovereign or other immunity from the jurisdiction of the English courts or the courts of any other jurisdiction in relation to the recognition of any such judgment or court order or arbitral award and agrees to ensure that no such claim is made on its behalf; and
- (b) consents to the enforcement of any order or judgment in support of arbitration or any award made or given in connection with any Dispute and the giving of any relief in the English courts and the courts of any other jurisdiction whether before or after final arbitral award including, without limitation-
 - (i) relief by way of interim or final injunction or order for specific performance or recovery of any property;

- (ii) attachment of its assets; and
- (iii) enforcement or execution against property, revenues or other whatsoever (irrespective of the or intended use) and waives and not to claim any sovereign or immunity from the jurisdiction of English courts or the courts of any jurisdiction in relation to enforcement and the giving of relief (including to the extent that immunity may be attributed to it) agrees to ensure that no such claim made on its behalf.

14.4 Joinder of parties, multiple parties and consolidation of Disputes

- (a) Each party agrees that-
 - (i) the arbitration agreement set out in Clause shall be binding on the Parties to this agreement;
 - (ii) The Development Authority may be joined to any arbitration commenced under this Agreement;
 - (iii) Two or more disputes arising out of the arbitration may be resolved in a single arbitration.
- (b) The parties agree to the consolidation of a two or more arbitrations commenced pursuant to Clause 14.2.
- (c) Each Party waives any objection, on the basis that a Dispute has been resolved in a manner contemplated at Clause 14.4(a) or (b), to the validity and/or enforcement of any arbitral award made by an arbitral tribunal following the Dispute being resolved in that manner.

15. FORCE MAJEURE

- (a) Neither party shall be held liable or responsible, or deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if and to the extent that such failure or delay result from acts beyond its reasonable control including: acts of God; any circumstances arising out of war, threatened act of war or war like operations, acts of terrorism, sabotage or piracy, or the consequences thereof; riots, civil commotion, blockades or embargoes; epidemics; earthquakes, landslides, floods fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure; (a "Force Majeure Event")
- (b) The party subjected to a force majeure circumstance shall within fifteen (15) days or at a reasonable time depending on the circumstance of the force majeure, notify the other party in writing. Such notification shall describe the nature of the circumstance that has occurred and where possible an estimated effect of the inability of that party to discharge its obligation under this Agreement.
- (c) Either Party shall be entitled to an extension of time for a period commensurate to the impact of the Force Majeure Event with respect to any deadline pursuant to this Agreement.

16. DEFAULT AND TERMINATION

16.1 The Government shall be entitled to terminate this Agreement by giving one hundred and twenty (120) days prior written Notice to SAP if any of the following events occurs:

- (a) the dissolution, of SAP, merger or reorganization pursuant to any law, which would adversely affect the ability of the resulting entity to perform its obligations under this Agreement; or
- (b) SAP fails to commence the Development Program in accordance with this Agreement, unless such event occurs as a result of a breach by the Government of its obligations under this Agreement, or such breach is cured, or SAP has commenced and is diligently pursuing such cure, prior to the expiration of the one hundred twenty (120) day period) (each, a "SAP Default").

16.2 SAP shall be entitled to terminate this Agreement by giving 120 days prior written Notice to the Government if any of the following events occur:

- (a) the Government is in breach of any material obligations under this Agreement; or
- (b) the Development Zone Law has not entered into full force and effect in accordance with the requirements set out in this Agreement.

Unless such event occurs as a result of a breach by SAP of its obligations under this Agreement, or such event is cured prior to the expiration of such 120-day period) (each, a "Government Default").

If a termination of this Agreement occurs pursuant to Clauses 16.1 and 2, then the defaulting party shall pay compensation to the other Party in an amount equal to the greater of:

- (a) the Fair Market Value in respect of the Parties Claim as shall be determined pursuant to the dispute resolution mechanism set out in Clause 14 of this agreement as calculated at the time immediately before the termination occurred or immediately before the impending termination became known in such a way as to affect the value of the Parties Claims; and
- (b) the sum of:
 - (i) all of the amounts payable by any of the Parties in respect of any claims under any contract entered into in connection with the Investments in the Development Zone, including contracts with any Lenders deriving from the rights of the parties accrued under this agreement and determined pursuant to arbitral proceedings;
 - (ii) all other interests including, equity, debt or other security that shall be claimed by either party in connection with their respective rights and interests in the Development Zone;
 - (iii) a sum equal to the net present value of the anticipated return on equity, debt or other security that shall have been claimed by either party or that would have been realised by either Party had the termination not occurred; and

- (iv) those other Losses or Damages suffered by either Party and arising out of the termination.

16.4 Except as expressly set out in this Agreement, the Parties have no right to terminate this Agreement, whether pursuant to or otherwise.

17. LIMITATION OF LIABILITY

Neither Party shall be liable to the other (on the basis of breach of contract, indemnity, warranty or tort, including negligence and absolute liability, or breach of statutory duty or otherwise) in respect of loss of use, loss of profit, loss of production or business interruption or for any kind of indirect or consequential loss or damage which may be suffered by the other under or in connection with this Agreement.

18. CONFIDENTIALITY AND PUBLIC DISCLOSURE

- (a) The parties shall maintain, and shall ensure the confidentiality of all data and information of a non-public, proprietary nature that they receive, directly or indirectly, from the other pertaining to any of the parties, the Development Program (such as Confidential Information) and Information being Confidential Information).
- (b) Confidential Information shall be retained by the Parties in strict confidence and shall not be disclosed to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided that a Party's consent shall be deemed given if not withheld.

writing within 24 hours after the receiving Party notifies the disclosing Party in writing of an emergency situation where disclosure is required to protect the health, safety, and security of the citizens.

- (c) Notwithstanding Clauses 18(a) and 18(b), either Party may disclose Confidential Information to any person that has a need to know that Confidential Information for the purpose of the Project Activities or the performance of the disclosing Party's obligations under this Agreement, provided that the Party disclosing the Confidential Information shall:
- (i) only disclose such Confidential Information as is strictly necessary for the relevant purpose;
- (ii) procure that the person to whom the Confidential Information is disclosed keeps such Confidential Information confidential on terms equivalent to Clause 18(a) and 18(b).
- (d) The Parties hereby acknowledge that there is a significant amount of public interest in the Development Framework. Accordingly:
- (e) The Parties shall prepare and sign a detailed version of the Development Program that will be suitable for public disclosure and which the Parties, by mutual agreement, may disclose in accordance with a jointly agreed communications strategy; and

- (f) as soon as practicable following the Effective Date, the Parties shall determine an appropriate mechanism for public disclosure of files, documentation and information relating to the Development Framework, provided that the Parties shall ensure that such disclosure does not in any way hinder or jeopardise the implementation of the Development Framework or the commercial interests of the Parties.

19. AWARD OF CLAIM

except as otherwise provided in this Agreement, any award of undisputed claim for payment under this Agreement, any award of disputed claim for payment under this Agreement in favour of either Party shall be paid by the other Party on or before ninety (90) days after receipt of the relevant award or undisputed claim for payment. If some or all of a claim by either Party for payment under this Agreement is disputed the other Party shall pay any undisputed portion of such claim on or before ninety (90) days after receipt of the relevant claim and shall pay any remaining amounts due within ninety (90) days after the date on which the relevant dispute is resolved.

PART VIII - MISCELLANEOUS PROVISIONS

20. Ethics

20.1 General

Doing business in an ethical manner.

The Parties shall, ensure that they, and all State Components, the Development Authority and Project Participants shall, display a strong and clear commitment to doing business in a clear, transparent and ethical manner and shall demonstrate that commitment through the day-to-day implementation of the Development Framework.

The Parties shall perform their obligations under this Agreement in accordance with applicable law.

Ethics Officer

The Parties shall, no later than thirty (30) days after the Effective Date, appoint a representative to oversee all anti-bribery and anti-corruption matters in connection with this Agreement and the Development Framework (the "Ethics Officer").

Ethics and Compliance Programme

The Parties shall, as practicable following the Effective Date, the Parties shall implement and monitor an effective compliance programme to ensure its compliance with this Clause 20 which is tailored to the nature and risk of the Development Framework (an Ethics and Compliance Programme). The Ethics and Compliance Programme must be designed to meet international practice, be consistent with applicable Law, and demonstrate how the Parties will discharge its obligations under this Clause 20 and how the Parties will ensure that all Project Participants and State Components comply with the requirements of this Clause and fulfil the adequate procedure requirements as contemplated by the UK Bribery Act 2010 and the Resource Guide of the US Foreign Corrupt Practices Act 1977.

Warranty

The Party represents, warrants and covenants on an on-going and continuing basis:

- (a) neither it nor anyone engaged by it in connection with the Development Framework or this Agreement, including any of its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners or representatives has:

- (i) violated nor is in violation of a provision of the US Foreign Corrupt Practices Act 1977 or the UK Bribery Act 2010; or

- (ii) violated nor is in violation of any applicable anti-bribery or corruption law or regulation in any jurisdiction, whether in connection with or arising from the Convention Combating Bribery of Foreign Public Officials in International Business Transactions or otherwise;
- (iii) engaged or is engaged in any Prohibited Conduct;
- (b) no loan, offer, advantage or benefit of any kind has been given, made, promised, requested, agreed to be received, accepted, or authorised to be made, granted, received, directly or indirectly, by or on behalf of anyone engaged by it in connection with the Development Framework Agreement, including any of its personnel, subcontractors, Affiliates, directors, employees, agents, joint venture partners or representatives, in respect of any governmental entity or authority or on behalf of any governmental entity or authority;

- (c) neither it nor anyone engaged by it in connection with the Development Framework Agreement, including any of its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners or representatives, is engaged, in any act or practice or conduct (or failure to act) which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct (or failure to act) were carried out in the United Kingdom, or the US Foreign Corrupt Practices Act 1977 if such activity, practice or conduct (or failure to act) were carried out in the United States of America;

- (d) it has not procured, and will not procure, any other person to commit or otherwise be involved with any of the actions or omissions described in Clause 20.4(a), Clause 20.4(b) or Clause 20.4(c) on its behalf;
- (e) neither it nor anyone engaged by it in connection with the Development Framework Agreement, including any of its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners or representatives has been, or is, subject to -
- (i) a conviction in any court for any offence involving Prohibited Conduct;
 - (ii) a dismissal or resignation from any employment on the grounds of being implicated in Prohibited Conduct;
 - (iii) an exclusion by the multilateral institutions or any major multi-lateral development bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct; or
 - (iv) any investigation, inquiry or enforcement proceedings (whether formal or informal) by any governmental, administrative or regulatory body or any customer with

regard to any Prohibited Conduct, and no such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

(f) it shall comply, and shall cause its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners and representatives to comply, with the provisions of -

- (i) the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010; and
- (ii) all applicable laws and this Agreement regarding bribery of public officials and other persons, including as set out in this Clause 20; bribery of public officials and other persons, including as set out in this Clause 20;

(g) it shall not engage, and shall cause its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners and representatives not to engage in any Prohibited Conduct;

(h) it shall not, and shall cause its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners and representatives to not, make or accept any payment or give or accept anything of value either directly or indirectly to any governmental entity or authority or official of any governmental entity or authority as consideration for any act or omission by such

person in connection with the performance of such person's duties or functions or to induce such person to use his or her position to influence any act or decision of a governmental entity or authority; and

(i) it shall not, and shall cause its personnel, subcontractors, Affiliates, directors, officers, employees, agents, joint venture partners and representatives to not, make or accept any payment or give or accept anything of value either directly or indirectly to any representative, advisor, agent or employee of the Party for the purposes of influencing an act or decision by the Party.

(i) The Parties acknowledge that under applicable Law and under this Agreement they and their personnel, subcontractors, Affiliates, officers, employees, agents and representatives, are prohibited from making payment or accepting anything of value either directly or indirectly to or from an official of a State Component, or the Development Authority for the purposes of influencing an act or decision by a State Component or the Development Authority.

Obligation to report Prohibited Conduct

(a) Each Party shall keep the other Party informed on an on-going basis as to the initiation, progress and disposition of any investigations or proceedings relating to any matter connected to such Party's compliance with any anti-bribery or anti-corruption requirement, whether in respect of the Development Framework or otherwise.

for the attention of such other persons as the relevant Party may from time to time specify by Notice given in accordance with this paragraph.

- (b) A Notice or other document sent by email shall be sent as an email attaching the actual Notice or other document in a non-editable PDF format. No Notice or other document shall be sent in the body of an email.
- (c) The relevant details of each party at the Effective Date are:

(i) The Government

Address: Office of the Attorney General and Ministry of Justice,
3rd Floor, Guma Building, Lamina Sankoh Street, Freetown Sierra Leone
Email: Attorneygeneral@lawofficers.gov.sl
Attention: Attorney General and Minister of Justice

(ii) SAP

Address: Sherbro Alliance Partners Limited,
10 Queen Street Place, London, United Kingdom, EC4R 1AG
Email: KhaledGadkhaled@sherbroalliancepartners.com
Attention: Joel Cohen, General Counsel;

- (d) In the absence of evidence of earlier receipt, any Notice shall take effect from the time that it is deemed to be received in accordance with Clause 21.3(e).

- (c) A Notice provided in accordance with Clauses 21.3(a) and (b) shall be deemed to be received:

- (i) in the case of a notice delivered by hand at the address of the addressee, upon delivery at that address;
- (ii) in the case of internationally recognised courier delivery service, when an internationally recognised courier has delivered such communication or document to the relevant address and collected a signature confirming receipt;
- (iii) in the case of a facsimile, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (iv) if sent by email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.
- (f) A Notice received or deemed to be received in accordance with Clause 21.3 (c) on a day which is not a Business Day or after 5.00 p.m. on any Business Day, according to local time in the place of receipt, shall be deemed to be received on the next following Business Day.

21.4. Representations and Warranties

Each Party hereby represents and warrants as of the Effective Date that it has full power and authority to enter into, be legally bound by and perform its obligations under this Agreement, and that the Agreement constitutes legal, valid and binding obligations of the Party enforceable in accordance with its terms, except to the extent enforcement may be limited by applicable bankruptcy and insolvency laws.

21.5 Conformity with Law

The Government represents and warrants that there are no constitutional provisions, legislation, regulations, decrees, orders or other laws of the Republic of Sierra Leone in force which conflict with or restrict or prohibit the ability of the Government to enter into and perform their obligations under this Agreement or to amend or repeal or decree entered into or issued by the Republic of Sierra Leone which, upon this Agreement's ratification by Parliament, would restrict the ability of SAP from enforcing the terms of this Agreement, and that to the extent any provision of this Agreement is inconsistent with applicable Law at the Effective Date, the provisions upon the Agreement's ratification shall prevail with respect to such otherwise applicable Law.

21.6 Authorities

The Government represents and warrants that all required approvals, permits and consents have been obtained from State Components and third parties in order that the terms and conditions of this Agreement can be carried out and that no further action on the part of the Government or any of its State Components is required, and that no further legislation is required, to give effect to this Agreement.

21.7 Waiver

The failure of either Party to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against, either Party in asserting, the right to require such performance in the future. The failure of either Party to insist upon strict performance in any one instance shall not constitute a waiver or estoppel with respect to a later breach of a similar nature or other

1.8 Remedies

Without prejudice to the remedies available to the Parties under this Agreement, each Party shall be entitled to equitable relief by way of injunction, specific performance or otherwise if the other Party is in breach of this Agreement.

1.9 Assignment and transfer

This Agreement shall extend to and be binding upon the Parties, their respective heirs, successors and permitted assigns. The Parties may not assign and/or transfer any of their rights and/or transfer any of their obligations under this Agreement, without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed).

Notwithstanding Clause 21.9 (a), SAP shall be entitled to (a) assign and/or transfer its rights and obligations under this Agreement to any third party investor (b) assign or grant security over its rights and corresponding obligations under this Agreement to third party investors or lenders (or any of their agents for the purpose of financing the Development Framework (collectively, the "SAP Assignees"), subject to the prior written consent of Government which shall not be unreasonably withheld.

Notwithstanding Clauses 21.9(a) and 21.9 (b), the assignment and/or transfer of rights and obligations shall not release or absolve either Party from their obligations under this agreement. The Government agrees to execute and give all acknowledgements, and to use its Best Endeavours to ensure that each of the Government's Affiliates and any other Government Agency that is authorized and required to do so executes and gives all acknowledgements, of any such assignment or grant of security in favour of lenders (or an agent for lenders), to the extent reasonably requested by SAP.

21.10 Entire Agreement

This Agreement includes the Recitals and shall constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes any previous agreement of any kind or nature, whether oral or written, with respect to such subject matter, provided that this Agreement, upon its enactment, shall constitute the entire Agreement.

21.11 Project Implementation Framework

- (a) The Parties have entered into this Agreement in order to document the legal and commercial intentions of the Parties and establish an overarching structure and terms of the Development Framework.
- (b) The Parties hereby agree and acknowledge that further steps will be required in order to give full legal and commercial effect to the rights and obligations set out in this Agreement.
- (c) The Parties shall cooperate with each other in good faith and take all such steps as are required in order to give full legal and commercial effect to the rights and obligations of the Parties and the provisions set out in this Agreement, including (without limitation):
- (i) the Government procuring the development and enactment of this Agreement in accordance with Schedule IV;
 - (ii) the negotiation and finalisation of the Open Provisions, including any subsequent amendment to this Agreement;
 - (iii) the preparation, negotiation and execution of any relevant document, agreement, instrument or similar in connection with the implementation of the Development Framework;

(iv) the establishment and/or incorporation of any companies, trusts, funds, agencies and/or bodies that are required to give effect to the implementation of the Development Framework (including, without limitation, the Development Authority, the Sherbro Community Trust, the Development Fund and the Development Entity);

(v) the development and finalisation of the founding constitutional documents of each of the companies, trusts, funds, agencies and/or bodies referenced in this Agreement in order to give effect to their respective governance structures;

(vi) without prejudice to Clause 13, the Government shall procure any subsequent amendment, repeal or withdrawal of any applicable Law that hinders the implementation of the Development Framework and/or adversely affects legal and commercial intentions of the Parties as set out in this Agreement;

(vii) the Government shall procure the enactment, promulgation or issuance of any new Law in order to give full legal effect to the legal and commercial effect to the provisions of this Agreement; and

Base Economy means the legal, economic, political and regulatory framework of the Republic of Sierra Leone (excluding the Development Zone);

Base Economy Authorities means any administrative body, committee, council, department of Government, State Component, organisation, ministry, office, officer and the like which undertakes an administrative, regulatory or judicial function in the Base Economy;

Best Endeavours means, in relation to any particular outcome, the taking by an Entity of all steps within its power that a reasonable and prudent obligee desires to achieve that outcome would take under the same or similar circumstances provided that the use of Best Endeavours will not require an Entity to:

- (a) incur any expenditure or other obligation that is unreasonable or disproportionate (when viewed objectively) and in light of the required outcome and the consequence to the venture of failing to achieve that outcome); or
- (b) take any action that would be in violation of any Law or any other law or regulation applicable to that Entity.

Board means the Board established in Clause 4.6;

Business Day means a day on which banks are generally open for business in the Republic of Sierra Leone;

Calendar Quarter or "Quarter" is a period of three consecutive months (according to the Gregorian Calendar) beginning on January 1st, April 1st, July 1st and October 1st of each Calendar Year;

Calendar Year means a period of 12 consecutive months beginning on January 1st and ending on December 31st in the same year, according to the Gregorian Calendar;

Capital Expenditure means an expenditure treated as a capital expenditure as measured in accordance with International Financial Reporting Standards;

Central Government Body means the central government of Sierra Leone, its ministries and departments or anybody subject to the control of the central government in respect of the activities set forth in this Agreement;

means the chief financial officer, that is the person responsible for the finance and accounting functions of the Development Authority;

person shall mean the Chairperson of the Board;

of Law means:

- (a) a change to a Law occurring after the date of this Agreement, including changes resulting from:
 - (i) the amendment, repeal, withdrawal, termination or expiration of a Law;
 - (ii) the enactment, promulgation or issuance of a new Law;
- (b) the amendment, repeal, withdrawal, termination or expiration of the this Agreement;
- (c) the taking of (or failure to take) any action or exercising of (or failure to exercise) any authority by any judicial bodies, tribunals or courts and/or any State Authority in a manner that is inconsistent with the requirements of Law as at the date of this Agreement;
- (d) the imposition of a requirement for any Project Consent not in existence at the date of this Agreement;
- (e) after the grant of an Project Consent (whether granted before or after the date of this Agreement), a change in the terms or conditions attaching to that Project Consent or the addition of any terms or conditions; or
- (f) any Project Consent that has been granted (whether granted before or after the date of this Agreement) ceasing to remain in full force and effect or, if granted for a limited period, not being renewed on a timely basis on application for renewal being duly made, or being renewed on terms or subject to conditions that are materially less favourable to the applicant than those attached to the original Project Consent, but excludes any Excluded Change of Law;

City has the meaning ascribed to that term in Recital (A);

Concession and Concessions have the meanings ascribed to those terms in Clause 11;

Concession Sub-Agreement and Concession Sub-Agreements have the meanings ascribed to those terms in Clause 11;

Confidential Information has the meaning given to it in Clause 18;

Consultation in collaborative decision-making means the process of consulting the Sherbro Community to share their perspectives, contribute information, influence the direction or content of decisions, contribute information, while the final authority for decision making remains with the Parties;

Community Development Fund shall have the meaning ascribed to that term in Clause 8 (a);

Contractor means a person and/or entity supplying directly or indirectly, by contract, subcontract (of any tier) or otherwise, goods, work, technical services, including financial services (including inter alia, credit, financing, insurance or other financial accommodations), to SAP or its Affiliates in compliance with the Development Framework;

Control means the legal power to direct the policies and decisions of an Entity or right to exercise 50% or more of the shares or voting rights of an Entity and to ensure that the activities and business of an Entity are conducted in accordance with the directions or wishes of the relevant Party or Entity, and the phrase "Controlled" and "Controls" shall be construed accordingly;

Co-Sponsor has the meaning ascribed to that term in Clause 11.

Covered Investment means an investment in the Sherbro Development Zone involving a contribution by an investor in the Sherbro Development Zone following the Effective Date;

Credentials Committee has the meaning ascribed to that term in Clause 4.6 of the Framework Agreement.

Excluded Change of Law means an act or action which is undertaken in order to comply, implement or otherwise bring into effect:

Development Authority has the meaning given to it in Recital (A);

Development Entity has the meaning given to it in Clause 5;

Development Commencement Date has the meaning ascribed to that term in Clause 10(b);

Development Fund has the meaning ascribed to that term in Clause 8;

Development Program has the meaning described in Recital (A);

Development Zone or Sherbro Development Zone has the meaning ascribed to that term in Recital (A);

Development Zone Fiscal Regime has the meaning given to it in Clause 13.4;

Dis-applied Law means any order or decree, act, statute, legislation, delegated or subordinate legislation, order, statutory instrument, rule or regulation, judgment or order of a court of competent jurisdiction, administrative act or decision of a public sector entity (including the terms of a consent), code, standard or guidance having legally binding effect, irrespective of whether the same is applicable to a particular person or persons, or generally at a local, regional or national level, that are applicable in the Base Economy;

Dispute has the meaning given to it in Clause 14;

Effective Date has the meaning given to it in Clause 2.1(a)

Entity means an individual, partnership, corporation, company, Government agency or any other legal entity, and all references to an "Entity" shall include such Entity's successors and permitted Assigns;

Environment means any and all organisms (including humans), ecosystems, property, land, air and water;

Excluded Change of Law means an act or action which is undertaken in order to comply, implement or otherwise bring into effect:

- (a) an obligation undertaken by the Republic of Sierra Leone under the World Trade Organisation agreements, including the General Agreement on Tariffs and Trade, the General Agreement on Trade in Services, Trade-Related Aspects of Intellectual Property Rights, or other such agreements;
- (b) a provision of any legislation of the Republic of Sierra Leone implementing into Law any of the standards, conventions or methodologies referred to in this Agreement or which is otherwise reasonably required for the Government to fulfil its international human rights obligations with respect to environmental, social, community, health and safety, labour and cultural heritage standards and regulations, in each case to the extent consistent with international practice;
- (c) a change in the required premia or contributions to be made by employees in connection with state health insurance and state social security;
- (d) changes to Law concerning labour matters, but only to the extent that such changes are of general application to all Persons acting within the Republic of Sierra Leone; or
- (e) the changes to or exemptions from Law made directly by this Agreement or any other applicable law;
- (f) a nationalisation, requisition or expropriation, or any measure having an effect equivalent to nationalisation, requisition or expropriation; including:
- (i) nationalising, requisitioning or expropriating the assets of a person;

- (ii) taking of property or rights, or limiting of the use, enjoyment or exercise thereof, in a matter which is equivalent to nationalisation, requisition or expropriation, including nationalising, requisitioning or expropriating through the ownership of equity or equivalent interests therein;
- (iii) the revocation of any material Authority Permission which is equivalent in effect to nationalisation, requisition or expropriation;
- (iv) measures or effects which taken individually or separately may not constitute nationalisation, requisition or expropriation but when taken together are equivalent to nationalisation, requisition or expropriation; and
- (v) measures or effects in relation to any Tax which whether alone or in aggregate are equivalent to nationalisation, requisition or expropriation.

Fair Market Value shall mean the fair market value of an investment or portion thereof determined by an internationally recognized appraisal firm, assuming an arm's length transaction between an informed and willing buyer under no compulsion to buy, and an informed and willing seller under no compulsion to sell, and assuming no encumbrances and debt and based upon the then-current condition of the investment or in the case of land purchased by the Government by eminent domain, that value payable in accordance with applicable Law by the Government to the landowner or holder of rights in land;

Force Majeure Event has the meaning given to it in Clause 15.

General Revenue Fund shall have the meaning ascribed to that term in Section IV;

Government has the meaning ascribed to that term in Section 16;

Government Default has the meaning ascribed to that term in the Preamble.

Government Agency means:

- (a) a governmental, semi-governmental, regional, provincial, ministerial, local or judicial entity, body or authority or subdivision or agency or instrumentality thereof; or
- (b) an entity under the direct or indirect control of any foregoing exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, in each case of or in the Republic of Kenya, the United States, and the United Kingdom;

ICC shall have the meaning ascribed to that term in Clause 14.

ICC Rules shall have the meaning ascribed to that term in Clause 14.

Independent Director means a member of the board of directors of the Development Authority who does not have a material or financial relationship with the Development Authority other than his board membership, he is not part of the oversight and objective judgment team and is meant to provide unbiased oversight and objective judgment in promoting the development of Sherbro Island consistent with this Agreement;

International Financial Institutions means multilateral development banks (including without limitation, the World Bank, European Investment Bank, African Development Bank, Asian Development Bank), bilateral development banks, and others;

Initial Board has the meaning ascribed to that term in Clause 4.6(b);

Immediate Impact Projects has the meaning given to it in Clause 10.4 (a)-(d).

Investment Protection Dispute means any Dispute that relates to any of the investor's investments set out in this Agreement, including (without limitation) those investor's investments set out in Clause 13.

Investment means every kind of asset, owned or controlled directly or indirectly by the investor and includes:

- (a) tangible and intangible, and movable and immovable, property, and any property rights such as leases, mortgages, liens, and pledges;
- (b) a company or business enterprise, or shares, stock, or other forms of equity participation in a company or business enterprise, and bonds and other debt of a company or business enterprise;
- (c) claims to money and claims to performance pursuant to a contract having an economic value and associated with an investment;
- (d) intellectual property;
- (e) returns on investment;
- (f) any right conferred by law or contract or by virtue of any licences and permits granted pursuant to law to undertake any economic activity;

Land Acquisition Program has the meaning given to it in Clause 7(a);

Law means any decree, resolution, law, statute, act, ordinance, rule, directive (to the extent having the force of law), order, treaty, code or regulation (including any of the foregoing relating to health or safety matters, Taxes or the Environment) enacted, issued or promulgated by any Government Agency, including any amendments, modifications, extensions, replacements or re-enactments thereof;

Law Committee shall have the meaning ascribed to that term in Clause 9.2;

Legal Enabling Environment Development means any decree, resolution, statute, act, ordinance, rule, directive (to the extent having the force of law), or treaty, code or regulation (including any of the foregoing relating to health safety matters, Taxes or the Environment) enacted, issued or promulgated by the Development Authority, including any amendments, modifications, extensions, replacements or re-enactments thereof;

Lender means any financial institution (including commercial banks, multilateral lending agencies and export credit agencies) or other Person providing a loan, guarantee, loan, guarantee, financial accommodation (including any hedge or other derivative arrangement), extension of credit or other financing to a third-party investor in connection with the Development Framework;

Loss or Damage means a loss, cost, injury, liability, obligation, expense (including interest, penalties, attorneys' fees and disbursements), litigation, proceeding, charge, penalty or damage suffered or incurred by a Person, including any amount payable under any Project Agreement or any other contract entered into by the Project Participant but, in each case, excludes any consequential loss or damage (including loss of profits and loss of contracts), howsoever the same may arise other than where the consequential loss or damage:

- (a) comprises any such amounts payable at law or under a Project Agreement or any other contract entered into by the Project Participant; or
- (b) arises in the circumstances contemplated by Clause 13.2 or Clause 23.2;

Master Investment Concession has the meaning ascribed to that term in Clause 11;

Master Plan means the Sherbro Development Zone and City master plan, that provides a conceptual layout to guide future growth and development within the Sherbro Development Zone, defines the scope of activities and investments within the Development Zone, and will include analysis, recommendations, and proposals for the Sherbro Development Zone's population, economy, housing, transportation, community facilities, and land use based on public input and stakeholder

land, surveys, planning initiatives, existing level of development, physical statistics, and social and economic conditions; the Master Plan will serve as a long-term planning document through which to engage the Sherbro Development Zone community to build consensus around:

- (a) phasing, implementation and priorities for development in the Sherbro Development Zone;
- (b) attraction of private sector and public sector investment in the Sherbro Development Zone;
- (c) conceptualizing the three-dimensional urban and rural environment in the Sherbro Development Zone;
- (d) the definition of public, semi-private, and private spaces and public amenities in the Sherbro Development Zone; and
- (e) the mix of uses and their physical relationship in the Sherbro Development Zone and to the Sierra Leone mainland;

Minister of Foreign Affairs and International Cooperation means the minister of the Ministry of Foreign Affairs and International Cooperation, or any person designated with responsibility by the Government for relations with foreign sovereigns, international organizations, and international relations and agreements;

Net Revenue Share shall mean the revenues of the Authority net of all Capital Expenditure and Operating Expenditure;

On-going Initiative has the meaning ascribed to that term in Clause 10.7;

Role of the Coordinator has the meaning given to it in Clause 4.13;

On-going Initiative has the meaning ascribed to that term in Clause 10.6;

On-going provisions has the meaning given to it in Clause 21.12;

Operating expenditure means any expenditure treated as an operating expenditure measured in accordance with International Financial Reporting Standards;

Parliament means the parliament of the Republic of Sierra Leone;

Party and Parties shall have the meanings ascribed to those terms in the Performance Standards has the meaning given to it in Clause 12.

Person means a natural person or entity;

Planning and Development Rights has the meaning ascribed to that term in 11.

Private Sector has the meaning ascribed to that term in Clause 4.6(d);

Program has the meaning given to it in Recital (A);

Project Activities means the activities conducted or to be conducted by the Participants in connection with the Development Framework;

Project Agreement means separate sub-grants and other sub-contracts, entered into by the Development Authority, and not inconsistent with the Master Investment Concession and the other terms of this Agreement;

Project Consent means any authorisation, consent, licence, permit or other approval by or with any State Component whether held or to be held in the name of SAP or any other Project Participant relating to any Project Activity;

Project Implementation Longstop Date means the date falling 6 months after the date on which this Agreement was submitted to Parliament for enactment into Law and such date may be extended at the sole option of SAP;

Project Participant means SAP and each Co-Investor, any Person holding an Investment in the Development Zone, Co-Sponsor, Contractor and Lender, each of whom shall be approved by SAP in SAP's sole discretion;

President means the President of Sierra Leone;

Prohibited Conduct means any one or more of the following actions:

- (a) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another person;
- (b) an act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or other benefit or to avoid an obligation;
- (c) impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of any person to influence improperly the actions of a person;
- (d) entering into an arrangement with one or more other persons designed to achieve an improper purpose, including influencing improperly the actions of another person;
- (e) deliberately destroying, falsifying, altering or concealing evidence which is material to an investigation, or threatening, harassing or intimidating any person to prevent it from disclosing its knowledge of matters relevant to an investigation or from pursuing an investigation;
- (f) taking steps intended to materially impede the exercise of a Lender's contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority may have in accordance with any Law or treaty or pursuant to any agreement into which a Lender has entered in order to implement such Law or treaty; or
- (g) engaging in or facilitating money laundering or terrorist financing, including as such terms may be defined in any applicable Law.

SAP has the meaning ascribed to that term in the Preamble, and for avoidance of doubt, shall include the SAP Assignees;

SAP Assignees shall have the meaning ascribed to that term in Clause 4.1;

SAP Representatives shall have the meaning ascribed to that term in Clause 21.9;

Sherbro City Debentures shall have the meaning ascribed to that term in Clause 4.1 IV;

Sherbro Community Trust shall have the meaning ascribed to that term in Schedule 6;

Sierra Leone or State shall mean the Republic of Sierra Leone;

Sierra Leone Representatives shall have the meaning ascribed to that term in Clause 4.6;

Start-Up Phase means the two-year period commencing on the Development Commencement Date and ending on the second anniversary thereof, unless SAP otherwise notifies the Board, whereupon it shall be the period otherwise notified by SAP;

State Authority means the Central Government Body together with any local authority and all provincial municipal, and chiefdom authorities, as well as public-private partnerships and organizations where the Government is able to exercise effective control of decision making;

State Component means the Government, the State Authorities and the State Entities and any person acting on behalf of any of them.

Support Arrangement has the meaning ascribed to that term in Clause 11.3;

Tax and Taxes means any tax, levy, royalty, rate, duty, fee, tariff, bond, due, withholding, rate, social security contribution or other charge imposed directly or indirectly on an Entity or other person, its assets, income, dividends or profits (without regard to the manner of collection or assessment, whether by withholding or otherwise) by the Government. Without limiting the generality of the foregoing,

Taxes includes any tax computed on an actual or deemed net profit after deducting expenses, a goods and services tax, a capital gains tax, any excise tax, an excise tax, a value-added tax, or any tax related to environmental production, processing, transporting, storing, supplying, selling or using gas and gas products, including a carbon tax, any social security or contribution, any customs duty or any reconstruction levy, and also any penalties and interest that may be imposed for underreporting, failure to file or late filing of returns or reports for any Taxes;

shall have the meaning ascribed to it in Clause 2.2;

Transport Infrastructure and Utility Linkages means the road, bridge, rail (if any), and other transport infrastructure linkages (including pipelines and other linkages of transporting gas and gaseous substances), and the available power, water, telecommunications, telephone, waste and other utility connections, and for the purposes of the development, construction and/or operation of the Development Zone and the City;

UNCITRAL Arbitration shall have the meaning ascribed to that term in Clause 14.2 (c);

UNCITRAL Rules shall have the meaning ascribed to that term in Clause 14.2 (c);

DEFINITION

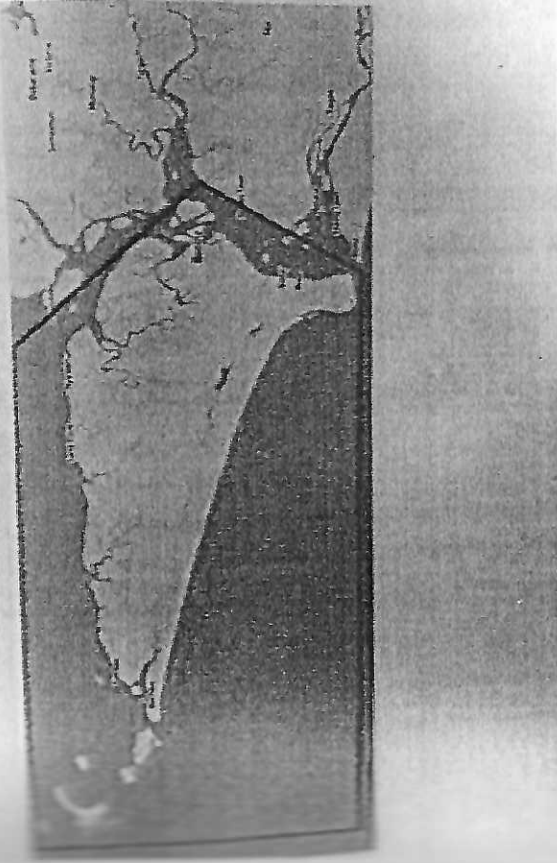
in this Agreement, unless the context requires otherwise:

- (a) headings of Clauses are for convenience of reference only and shall not affect, in any way, the meaning or interpretation of this Agreement;
- (b) references to Clauses are references to the clauses in this Agreement unless otherwise specified;
- (c) all Schedules and Exhibits to this Agreement shall be construed as integral parts of this Agreement and incorporated herein for all purposes;

- (d) where the tense requires, words denoting the singular only may also include the plural and vice-versa, and importing one gender include the other;
- (e) periods of time refer to the Gregorian calendar;
- (f) the words "including", "include" or "includes" shall be construed to include the words "without limitation" or "among other things";
- (g) any reference to an agreement or document shall include any supplement, amendment or modification made in accordance with its terms;
- (h) where a word or expression is defined, cognate words and expressions shall be construed accordingly;
- (i) references to legislation include any statute, regulation, rule, subordinate or delegated legislation in the order and reference to any legislation is to such legislation as amended, modified or consolidated from time to time and to any legislation replacing it or made under it; and
- (j) any reference to "dollars" or "\$" means United States Dollars.

SCHEDULE II

DEVELOPMENT ZONE



Sherbro island is separated from the mainland by the Sherbro River in the north and Sherbro Strait in the east.

It is 32 miles (51 km) long and up to 15 miles (24 km) wide, covering an area of approximately 230 square miles (600 km²).

The western extremity is Cape St. Ann.

SCHEDULE III**INVESTMENT RIGHTS AND DEVELOPMENT PROGRAM CONCESSIONS****1. ENTERTAINMENT AND MEDIA PRODUCTION & SERVICES**

The Entertainment and Media Production & Services (EMPS) Concession shall apply to the entertainment and media production and services industry in the Sherbro Development Zone and to the maritime zone surrounding the Sherbro motion pictures, television programs and commercials that produce and distribute and audio recordings, broadcast, radio, book publishing, streaming content, music supplementary services and products.

2. MEDIA DISTRIBUTION

The Media Distribution ("MD") Concession shall apply to the Sherbro Development Zone and to the maritime zone surrounding the Sherbro Development multiple media formats through various channels, including to online audiences in distribution, earned content distribution and paid content distribution.

3. TOURISM AND HOSPITALITY

The tourism and hospitality ("Leisure") Concession shall apply to the Sherbro Development Zone and to the maritime zone surrounding the Sherbro Development recreation, attractions, events, conferences, retail and wholesale food and beverage, tourism services, transportation, and travel trade related thereto.

4. GAMING

The gaming Concession shall apply to all types of gambling activities conducted within the Sherbro Development Zone, including, casinos, online gambling, E-Sports, horse racing, greyhound racing and sports betting.

RESIDENTIAL REAL ESTATE

Residential real estate Concession shall apply to all residential real estate and real property, including apartments, single family homes, multiple family units, and town homes, whether for use as a primary or secondary residence, or property or time share.

AGRICULTURE PROCESSING & TRADING

Agriculture processing, production and trading Concession shall apply to the agriculture sector, including the farming and processing of fish, crustaceans, aquatic plants, algae, and other organisms and mariculture, excluding aquaculture wild catch fishing by Sherbro residents.

AGRICULTURE PROCESSING & TRADING

Agriculture processing, production and trading Concession shall apply to the agriculture sector, including enterprises primarily engaged in growing crops, raising fish, harvesting timber, harvesting fish and other animals from a farm, ranch, or other natural habitats, excluding those activities currently being undertaken by Sherbro residents.

FINANCIAL SERVICES

Financial services Concession shall apply to the services provided by the financial services industry in the Sherbro Development Zone, and shall include businesses that provide financing or manage money and investments, digital assets, and digital services, including credit unions, banks, credit-card companies, insurance companies, financial leasing companies, money transfer companies, trade finance companies, accountancy companies, consumer-finance companies, stock exchanges, investment funds, individual managers and government-sponsored enterprises.

PRODUCTION & PROCESSING SERVICES

Production and processing services Concession shall apply to the production and processing industry in the Sherbro Development Zone, and shall include the food, beverage, chemical, pharmaceutical, nutraceutical, consumer packaged goods, textiles, and biotechnology industries.

10. AVIATION AND MARITIME TRANSPORTATION

The aviation and maritime transportation Concession shall apply to the aviation and maritime sector in the Sherbro Development Zone, including airports, air traffic controls, aircraft, cranes, wharves, dredged channels, locks, dams and other transport structures.

11. HEALTHCARE

The healthcare Concession shall apply to the healthcare sector in the Sherbro Development Zone and shall include all businesses that provide medical services, manufacture medical equipment or drugs, provide medical insurance, or otherwise facilitate the provision of healthcare to patients.

12. TECHNOLOGY SERVICES

The technology services Concession shall apply to the technology services sector in the Sherbro Development Zone, including internet service providers (ISPs), telecommunications services, data processing, web hosts, graphic design, audio/video production, and scientific engineering.

13. EDUCATION & TRAINING

The education and training Concession shall apply to the establishment and operation of the higher education system in the Sherbro Development Zone, including post-secondary education, tertiary (third-stage and third-level) education, colleges, public and private universities, liberal arts colleges, community colleges, for-profit colleges, technical schools, vocational schools and on-line learning.

14. INDUSTRIAL AND LIGHT INDUSTRIAL

The industrial and light industrial Concession shall apply to the creation, operation and regulation of the industrial sector in the Sherbro Development Zone and shall include companies that produce capital goods used in construction, manufacturing, and that make and sell machinery, equipment, and supplies that are used to produce other goods.

15. PRIVATE SECURITY

The private security Concession shall apply to the private security sector in the Sherbro Development Zone, and shall include all businesses that provide armed and unarmed security services, expertise to private and public clients, guard and patrol services, bodyguard, guard dog, parking security, security guard services, advanced special operations services, prevention of unauthorized activity or entry, traffic regulation, access control, fire and theft prevention and detection, roving patrol, bodyguard, and guard dog services.

**SCHEDULE IV
DEVELOPMENT ZONE REQUIREMENTS**

SPECIAL ECONOMIC ZONE

The Development Zone shall:

- (a) comprise the Sherbro Development Zone as a special economic zone that shall have a legal enabling environment, including an autonomous legal and fiscal regime, designed to incentivize and support the attraction of long-term public and private investment including by exempting investors and residents within the Sherbro development zone from all central government body taxes and trade regulation, and applying, in lieu thereof, a legal enabling environment including tax, financial, and trade regulations promulgated by the Development Authority and, as required, proposed to and ratified by Parliament.
- (b) Grant customary protections to foreign investors including without limitation:
 - (i) the right to international arbitration of investment disputes;
 - (ii) treatment no less favourable than that which the Government accords, in like circumstances, to investments in its territory of its own investors and investors of other foreign states; and
 - (iii) treatment in accordance with customary international law, including fair and equitable treatment and full protection and security;
- (c) Authorise the Development Authority to legislate,

promulgate, adopt and enforce the Legal Environment within the Sherbro Development Zone that will offer "world class" commercial laws and legal institutions to enable the City to attract international capital, to serve as a West African regional gateway for capital and investment, and in furtherance of that objective, the Development Authority shall establish a specialized committee comprised of legal experts (the Law Committee), with international experience including local Sierra Leone legal counsel knowledgeable in the laws of Sierra Leone. The Law Committee will develop a "best in class" Legal Enabling Environment applicable within the Development Zone based on international best practices.

- (d) Provide that the Law Committee shall undertake the review of existing laws to confirm how their applicability may affect the administration and prospects of the Development Zone. Where there are "customary law implications or a potential impact on customary practices of any law reform initiative proposed by the Law Committee, the Law Committee shall also include a representative nominated by the Sherbro Community Trust and the Law Committee shall undertake appropriate public consultation.
- (e) Provide that where the Law Committee determines that legislation is absent or deficient the Development Authority shall cause the Law Committee to advise the Office of the Attorney General and to initiate a law reform initiative, and upon completing their work on a law reform initiative, the Law Committee shall report to the Development Authority and Office of Attorney General, and upon the Board's approval, the relevant legislation, regulation, or code will be adopted by the Development Authority Board as applicable within the Development Zone subject to consultation with Attorney General regarding any required legal formalities with respect to adoption of the law, regulation, or code.

- (f) Provide that the Law Committee will undertake without limitation review of the following laws and regulations in connection with developing the Legal Enabling Environment:

- (i) Commercial Code;
- (ii) Company Law;
- (iii) Investment Codes and Regulations;
- (iv) Law on PPPs and Concessions;
- (v) Insolvency Law;
- (vi) Law on Land;
- (vii) Arbitration Law;
- (viii) Tax Code;
- (ix) Tariff & Customs Code;
- (x) Export Processing Zone Law;
- (xi) Administrative Law;
- (xii) Business and Land Registration;
- (xiii) Banking Law;
- (xiv) Digital Privacy Law
- (xv) Digital Assets Law;
- (xvi) Law Governing Legal and Fiscal Stabilization;
- (xvii) Law on Monetary Operations & Currency;
- (xviii) Law on the Registration of Real Estate Rights and Real Property Transactions; and
- (xix) Regulations governing implementation of the Development Zone, including specific entry and residency regulations for persons who are not citizens of Sierra Leone;

- (g) Provide for the Law Committee to be charged, together with the Development Authority's Chief Technology Officer, with developing a digital transformation strategy for the City's government services including government automation;
- (h) Cause to establish, as applicable, in accordance with the Laws of Sierra Leone a commercial court with jurisdiction to determine commercial and civil disputes arising in the Sherbro Development Zone or to appoint an arbitrator properly constituted dispute resolution mechanism that enhances investor confidence in the mechanism's impartiality, and impartiality;
- (i) Provide for the free flow of capital into the Sherbro Development Zone and between the Sherbro Development Zone and other international jurisdictions including currencies; through the use of agreed internationally recognized currencies;
- (j) Authorize the Development Authority, and residents and investors in the Sherbro Development Zone, to establish and manage foreign and local currency accounts within the Development Zone;
- (k) Authorize the Development Authority to regulate the issuance of residency, and work permits for non-citizens and non-residents applicable within the Development Zone;
- (l) Authorize the Development Authority to grant SAP any Project Participants and their contractors undertaking activities in the Development Zone, waivers and exemptions with respect to Taxes imposed in connection with activities outside of the Development Zone but related to entry into the Development Zone but without limitation, income tax, additional profits tax, surtax, minor taxes, profits tax, sales tax, export tax, value added tax, withholding taxes (WHT) and employment related taxes

- royalties, duties, excise, charges, levies, fees, dues, contribution, payments or imposition of any kind whatsoever payable to the central, regional or local governmental authorities or agents or to any chiefdom or tribal authority or to any other Government Agency;
- (m) Authorize the Development Authority to grant expatriate personnel of SAP and/or any Project Participant, exemptions from PAYE taxes, NASSIT, and Social Security scheme and other Taxes on their income or fees;
- (n) Authorize the Development Authority to negotiate multilateral and bilateral international agreements in support of the City, the Development Authority, and the Development Zone in connection with development finance based on the full faith and credit of the Development Authority;
- (o) Authorize the Development Authority to negotiate international agreements applicable within the Development Zone that may facilitate foreign direct investment in the Development Zone;
- (p) Determine and design procedures and processes by which to designate enterprises located in the Base Economy as eligible to benefit from the SDZ Tax, financial and trade regimes and incentives (each a Zone Enterprise); provided that any such determination of eligibility and designation as a Zone Enterprise shall not discriminate business operations outside the Sherbro Development Zone's physical boundaries, so long as the Zone Enterprise has tax residency in the Sherbro Development Zone; and
- (q) Grant such other rights and authorities contemplated by or necessary to the implementation any of the foregoing.

2. SHERBRO CITY

The Development Zone shall:

- (a) comprise the city as a public corporation with full legal capacities as specified in this Agreement;
- (b) grant the Development Authority the Authorities necessary to plan and administer the development of Sherbro City and the Sherbro Development Zone and other relevant entities, including:
 - (i) adopting (and modifying on a periodic basis as necessary) a Master Plan (as specified in Schedule II) for the Sherbro Development Zone, including zoning regulations and building codes; and
 - (ii) implementing the Master Plan and the Development Program;
- (c) Grant the Development Authority, in furtherance of the Master Plan and its development planning role, the authority to:
 - (i) declare development areas within the Sherbro Development Zone, and set out the metes and bounds of such areas;
 - (ii) undertake consultation with the Sherbro Community Trust and relevant stakeholders regarding development plans within the development area;
 - (iii) inquire into and ascertain, in accordance with applicable Law, the identity of the owners and the legal status of ownership pertaining to the land within the development area;

- (iv) acquire such land or interests therein comprising a development area through the Development Authority's power of eminent domain, which acquisition shall be deemed required for a public purpose, either by paying the owners its fair market value or in lieu thereof granting the owners lease payments or other continuing economic interest in the land or respective development project;
- (v) alienate, by way of sale, lease, rent or rent purchase, such land or interest therein the purpose of development, subject to such terms and conditions as determined and then authorized by the Board in a duly issued permit;
- (vi) grant and revoke permits, licenses, concessions and industry exclusivities within development areas;
- (vii) prepare development plans for such development areas, including capital investment plans;
- (viii) carry out integrated planning and physical development within and among development areas;
- (ix) execute development projects in development areas;
- (x) enter into joint ventures and international investment agreements in connection with development areas;
- (xi) develop environmental standards and prepare schemes for environmental improvement of development areas; and
- (xii) ratify land conveyances;

- (d) Authorize the Development Authority to accept assignment from SAP of all rights and obligations under the Public Infrastructure Concession;
- (e) Authorize the Development Authority to enter into agreements and accept and perform obligations under such agreements, including:
- (i) the execution and delivery of such agreements;
 - (iii) compliance with the provisions of such agreements and the consummation of the transactions therein contemplated;
 - (iii) the waiver of rights, including sovereign immunity insofar as applicable to the Development Authority;
 - (iv) the right to exercise rights of termination, cancellation or acceleration of any obligation thereunder;
 - (v) giving warranties as to the accuracy of and compliance with representations, warranties and agreements, compliance with any Law or any order, rule or regulation or instrumentality;
 - (vi) giving of notice to, declaration or filing with, review by, or consent, approval, authorization, order, waiver, registration or qualification as may be required in furtherance of an agreement;
- (f) Authorize the Minister of Foreign Affairs and International Cooperation, upon a request by the Board, to negotiate on behalf of the City, Support Agreements, including, for avoidance of doubt, international agreements or international investment protection, Tax benefits, trade and multilateral finance agreements, agreements with

- International Financial Institutions and international organizations, such Support Agreements having their exclusive application within and to the Sherbro Development Zone and Zone Enterprises;
- (g) Authorize the Development Authority in furtherance of the Master Investment Concession and the request of SAP to enter into, and assume obligations, under agreements with investors and to promote and regulate private investment in the Sherbro Development Zone, including, without limitation, the following sectors (collectively the Target Sectors):
- (i) Entertainment and Media Production & Services;
 - (ii) Media Distribution;
 - (iii) Tourism and Hospitality;
 - (iv) Gaming;
 - (v) Residential Real Estate;
 - (vi) Aquaculture Processing & Trading;
 - (vii) Agriculture Processing & Trading;
 - (viii) Natural Resource Services;
 - (ix) Financial Services;
 - (x) Production & Processing Services;
 - (xi) Aviation and Maritime Transportation;
 - (xii) Healthcare;
 - (xiii) Technology Services;
 - (xiv) Education & Training;
 - (xv) Industrial & Light Industrial; and
 - (xvi) Private Security;
- (h) Require the Authority to use its Best Endeavours to perform its obligations under this Agreement;
- (i) Establish a special segregated and managed account within the Central Bank and authorize the Development Authority to establish and manage other accounts within and outside of Sierra Leone including those accounts constituting the General Revenue Fund, and provide for foreign exchange transfer and liquidity facilities;

- (j) Grant the Development Authority, where any development activity is undertaken without permit or contrary to a permit, the requisite jurisdiction and enforcement powers as may be required to order the offending party to:
- (i) cease such development;
 - (ii) Restore the land on which such development activity is being executed to its original condition;
 - (iii) comply with the permit; or
 - (iv) pay a fine;
- (k) Authorize the Development Authority to promote investment and finance in matters in the Development Zone relevant to the Development Program;
- (l) Authorize the Development Authority to borrow internationally and locally, by way of overdraft or otherwise, such sums, in local and international currencies, to meet the current obligations of the Development Authority or discharge the Development Authority's duties under the Statute;
- (m) Authorize the Development Authority to issue forms of taxable and Tax-exempt securities other than Sherbro City Debentures to finance, refinance, or reimburse (and to assist in the financing, refinancing, or reimbursement of) capital projects and other undertakings by the Development Authority;
- (n) Authorize the Development Authority to borrow to promote investment in and to finance and develop infrastructure, both publicly owned and owned as part of a public-private partnership (PPP), including without limitation the following infrastructure categories:


- (i) water;
 - (ii) sewage;
 - (iii) electric power;
 - (iv) telecommunications;
 - (v) public education;
 - (vi) public health;
- (o) Authorize the Development Authority to issue, in domestic and international capital markets, debentures, bonds, notes, revenue bonds, or similar security instruments (collectively referred to as Sherbro City Debentures), which may be denominated in local or foreign currency, to finance infrastructure, development activities, and working and investment capital requirements of the Development Authority;
- (i) issued, transferred, dealt with, redeemed and cancelled in accordance with such terms as may be determined by the Board; and
 - (ii) exempt from all Central Government Body Taxes;
- (p) Authorize the Development Authority to issue Sherbro City Debentures secured by:
- (i) grant of a security interest in any Sherbro Development Zone revenues or accounts as security for repayment, including an intercept mechanism granting creditors a claim on intergovernmental payments between the Government and the Development Authority;

- (ii) an annual levy, special Tax or charge; and
 - (iii) private-sector credit insurance against default;
- (q) Authorize the Development Authority to:
- (i) apply for and secure from International Financial Institutions credit enhancement instruments, including full or partial credit guarantees;
 - (ii) establish special purpose guarantor and security issuance vehicles capitalized so as to leverage both private and public sector resources;
 - (iii) establish a bond bank, revolving fund, or similar facilities to assist the Development Authority fundraising on domestic and international capital and loan markets capitalized so as to leverage both private and public sector resources; and
 - (iv) prepare and publish regular financial statements in accordance with internationally accepted financial reporting standards applicable to cities and other material information for submission to international credit rating agencies;
- (r) Authorize the Government, upon a request by the Board, to elect, in accordance with applicable Law, to guarantee the repayment of the principal and payment of the interest on Sherbro City Debentures with the full faith and credit of Government; provided that if the Minister elects not to guarantee the Sherbro City Debentures, any guarantee by the City shall be limited to the full faith and credit of the City;
- (s) Authorize the Development Authority to delegate to any Sherbro Development Zone instrumentality the authority of the Board to issue Sherbro City Debentures, taxable or Tax-exempt revenue bonds, notes, or other obligations, specifying those undertakings for which such obligations may be issued under each such delegation by the Board,

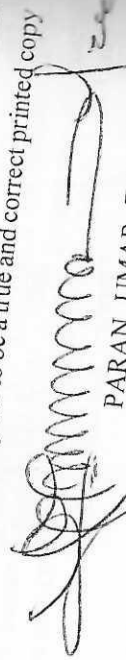
- (t) Authorize the Development Authority to establish dedicated accounts in and outside Sierra Leone (collectively the General Revenue Fund) for receipt and custody of all income received by the Development Authority, including:
- (i) Tax, tariff, and license fee income;
 - (ii) public funds and profits dedicated to the General Revenue Fund in accordance with Development Authority regulations;
 - (iii) such sums of money as may be voted, from time to time, by Parliament for the use of the Development Authority;
 - (iv) such sums of money as may be received by the Development Authority in the exercise, discharge and performance of its powers, functions and duties; and
 - (v) such sums of money as may be received by the Development Authority by way of loans, donations, gifts, or grants from any sources whatsoever, whether in or outside Sierra Leone;
- (u) Authorize the Development Authority to pay out of the General Revenue Fund all such sums of money required to defray any expenditure incurred by the Development Authority in the exercise, discharge and performance of its powers, functions and duties;
- (v) Establish a special segregated and managed account within the Central Bank, under management of the Development Authority, for the sole benefit of the City to provide the City with foreign exchange transfer and liquidity facilities, a vehicle for infrastructure financing, and balance of payment accounts;

- (w) Authorise a municipal constabulary to protect residents and ensure security in the Sherbro Development Zone and surrounding maritime waters under the day-to-day administration of the Development Authority and subject to the jurisdiction and regulations of the Government; and
- (x) Grant such other rights and authorities contemplated by or necessary for the implementation of any of the foregoing.

Passed in Parliament this 24th day of June, in the year of our Lord two thousand and Twenty Five.


PARAN UMAR TARAWALLY,
Clerk of Parliament.

THIS PRINTED IMPRESSION has been carefully compared by me with the Bill which has passed Parliament and found by me to be a true and correct printed copy of the said Bill.


PARAN UMAR TARAWALLY,
Clerk of Parliament.