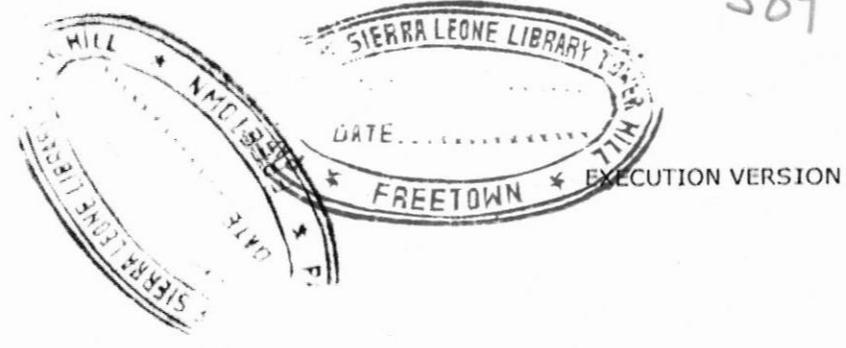


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Amendment Deed relating to the build-operate-transfer agreement for the construction, financing and concession of Freetown International Airport

The State of the Republic of Sierra Leone
and
Summa Airports (SL) Limited

07 May 2021

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THIS DEED is made on 07 May 2021

BETWEEN:

- (1) **THE STATE OF THE REPUBLIC OF SIERRA LEONE**, represented by the Government of Sierra Leone through the Ministry of Transport and Aviation, Ministry of Finance, Office of Presidential Infrastructure Initiative, National Commission for Privatisation and Sierra Leone Airport Authority (the "**Public Party**"); and
 - (2) **SUMMA AIRPORTS (SL) LIMITED** whose registered office is at 8 Pademba Road, Freetown, Sierra Leone with Trade Registration Number SL121120SUMMA08387 (the "**Private Party**"),
- together the "**Parties**" and each a "**Party**".

RECITALS

- (A) The Parties entered into an agreement (the "**Agreement**") dated 12 November 2020 pursuant to which the Private Party agreed to undertake construction at and the operation of Freetown International Airport.
- (B) The Parties now wish to vary the terms of the Agreement on the terms set out in this deed (the "**Amendment Deed**").
- (C) This Amendment Deed is accordingly entered into supplemental to the Agreement and in accordance with the provisions of article 29.1 (Amendment) thereof.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 Terms defined in the Agreement shall, save to the extent that the context otherwise requires, bear the same meaning in this Amendment Deed.
- 1.2 References in the Agreement to "**this Agreement**" shall be read and construed as references to "this agreement as amended by an Amendment Deed dated 07 May 2021" and words such as "herein", "hereof", "hereunder", "hereby" and "hereto" where they appear in the Agreement shall be construed accordingly.

2. EFFECTIVENESS

- 2.1 This Amendment Deed shall take effect on the date first written above.

3. AMENDMENT OF THE AGREEMENT

- 3.1 Article 1.1 of the Agreement will be amended as follows:
 - (a) by replacing "Airport", in both the definitions of "Acceptance Certificate" and "Acceptance Tests", with the word "Works";
 - (b) by inserting immediately after "Freetown International Airport", in the definition of "Airport" the words ", including the fixed assets, buildings and land on which they are situated forming part of the Freetown International Airport as set out in Annex 9 of this Agreement";
 - (c) by inserting immediately after "seventy", in the definition of "Operation Commencement Date" the word "five";
 - (d) by inserting a new definition as follows:

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""**Unavailable Area**" means the area, part of the Airport Concession Area, as highlighted in hatching in the layout available in Annex 5 of this Agreement".

3.2 Article 3 of the Agreement shall be amended as follows:

- (a) by deleting the words "a certified true copy of the Official Gazette declaring the approval" in article 3(i) and replacing them with the words "written confirmation, in the form of a letter from the Office of the Clerk of Parliament, of approval and ratification";
- (b) by deleting the word "sites" in article 3(ii) and replacing it with "Airport Concession Area, excluding the Unavailable Area and the existing Airport fixed assets, buildings and land on which they are situated";
- (c) by deleting the whole of articles 3(iv) and 3(v);
- (d) by adding "and" immediately after ";" at the end of article 3(ii);
- (e) by deleting ";" at the end of article 3(iii) and replacing it with ".";
- (f) by inserting two new paragraphs after the last paragraph of article 3 as follows:

"Within 6 (six) months from the Effectiveness Date, the Public Party will grant the Private Party necessary rights to authorise the transportation of people, vehicles and goods by boat between Freetown and the Airport, including land rights necessary for the sea transportation passenger terminal on both sides of the sea."

"Within 18 (eighteen) months from the Effectiveness Date, the Public Party undertakes to fully clear the Unavailable Area at its own expenses and costs and make the Unavailable Area available to the Private Party free from all encumbrances, liens and rights of third parties. If the Unavailable Area is not made available within 18 (eighteen) months of the Effectiveness Date in accordance with this article, the Private Party will be under no obligation to complete the portion of the Works to be completed on the Unavailable Area, namely the construction of the taxiway and associated infrastructure as set out in Annex 1 of this Agreement."

3.3 Article 6 shall be amended as follows:

- (a) by deleting the words "the Airport and" at article 6.1(ii) and inserting, immediately after "Airport Concession Area" the words ",excluding the Unavailable Area and the existing Airport fixed assets, buildings and land on which they are situated," and immediately after "Authorisation period" the words ", and the existing Airport fixed assets, buildings and land on which they are situated available to the Private Party from the Operation Commencement Date";
- (b) by deleting the word "11" at article 6.1(x) and replacing it with the word "12" and adding the words "at the" before "latest".

3.4 Article 13 shall be amended by replacing "Airport", in the title and the body of the article, with the word "Works".

3.5 Annex 5 entitled "The Layout of the Airport and the Airport Concession Area" shall be deleted and a new Annex 5 set out at Schedule 1 of this Amendment Deed shall be inserted.

3.6 The title of Annex 6 to be amended by deleting "copy of official gazette for" and replacing it with the words "written confirmation of".

3.7 Annex 7 entitled "Concept Design" shall be deleted and a new Annex 7 set out at Schedule 4 of this Amendment Deed shall be inserted.

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3.8 Annex 8 entitled "Staff and Gross Salary List" shall be deleted and a new Annex 8 set out at Schedule 2 of this Amendment Deed shall be inserted.

3.9 A new Annex 9 set out at Schedule 3 of this Amendment Deed shall be inserted.

3.10 Save as amended by this Amendment Deed, the Agreement shall remain in full force and effect upon the terms and conditions set out therein.

4. ENTIRE AGREEMENT

Save in the case of fraud or fraudulent concealment, each Party acknowledges that:

- (a) this agreement together with any other documents referred to in it (together the "**Contract**") constitutes the entire and only agreement between the Parties relating to the subject matter of the Contract;
- (b) it has not been induced to enter into the Contract in reliance on, nor has it been given, any representation or other statement of any nature whatsoever other than those set out in the Contract; and
- (c) the only remedies available to it in respect of the Contract are as set out in articles 24 (Termination of the Agreement).

5. COUNTERPARTS

5.1 This Amendment Deed may be executed in any number of counterparts which together shall constitute one agreement. Either Party may enter into this Amendment Deed by executing a counterpart and this Amendment Deed shall not take effect until it has been executed by both Parties.

5.2 Delivery of an executed counterpart of a signature page by facsimile transmission shall take effect as delivery of an executed counterpart of this Amendment Deed. If such method is adopted without prejudice to the validity of such agreement, each Party shall provide the other with the original of such page as soon as reasonably practicable thereafter.

6. NOTICES AND FURTHER ASSURANCE

The provisions of articles 1.4 (Third Party Rights), 9 (Assignment), 17 (Communication between the Parties), 19 (Variations), 20 (Transfer and Assignment of the Agreement by the Private Party), 25 (Governing Law and Resolution of Disputes), 26 (Waiver of Immunity), 28 (Language), 29.4 (No Waiver), 29.6 (Severability) and 27 (Confidentiality) of the Agreement shall apply, *mutatis mutandis*, to this Amendment Deed as if they were set out herein.

IN WITNESS whereof this Amendment Deed has been executed as a deed on the date first above written.

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SCHEDULE 1

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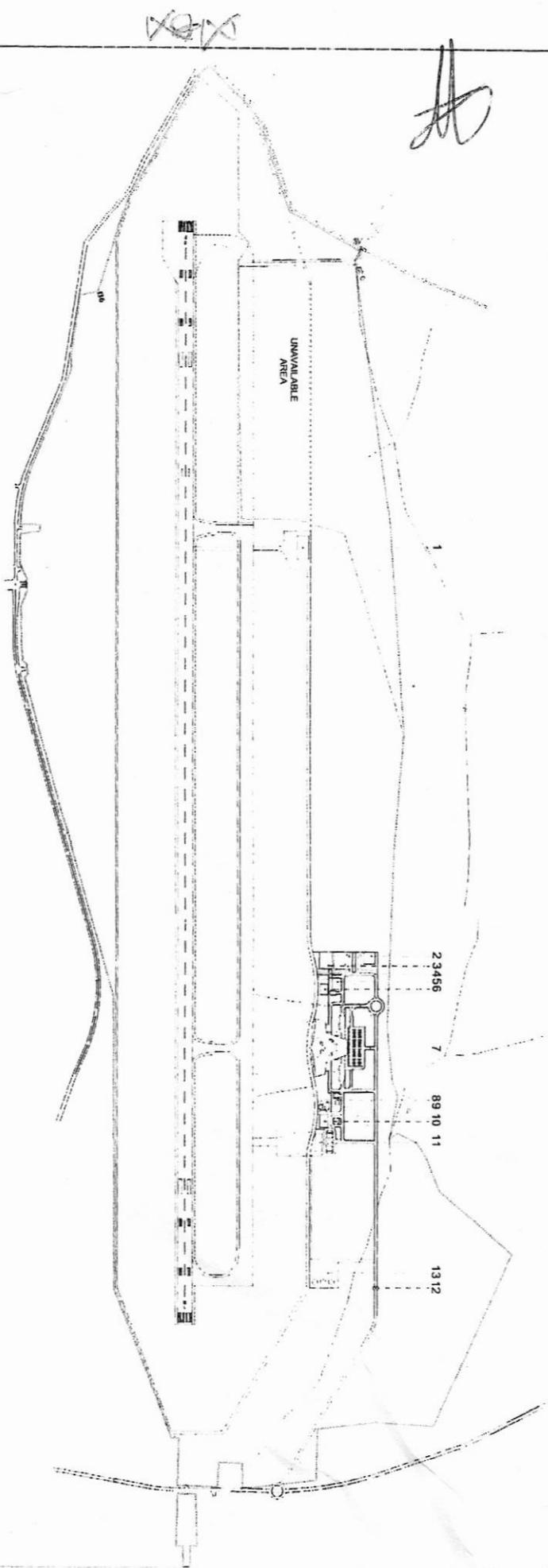
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THE AIRPORT CONCESSION AREA AND MASTER PLAN

ANNEX 2

- 01 WASTE WATER TREATMENT PLANT
- 02 CARGO TERMINAL
- 03 PARADE
- 04 UTILITY CENTER
- 05 GROUND HANDLING
- 06 PASSENGER TERMINAL
- 07 POLICE & GENDARMERIE
- 08 ATC TOWER
- 09 GA TERMINAL
- 10 PRESIDENTIAL TERMINAL
- 11 GATEWAY
- 12 FUEL TOWER

CONCESSION AREA
BOUNDARY
UNAVAILABLE AREA



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SCHEDULE 3

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ANNEX: 9 THE LIST of EXISTING FIXED ASSETS AND BUILDINGS

#	BUILDING/STRUCTURE NAME	AREA (m2)
1	PASSENGER TERMINAL BUILDING	6944
2	ADMINISTRATIVE BUILDING	1000
3	FIRE STATION (ARFF)	957
4	380 V GENERATOR HOUSE	168
5	NEW GENERATOR HOUSE	280
6	AIRPORT CLINIC BUILDING	243
7	OLD FREIGHT STRUCTURE	386
8	CARGO OFFICES (6 Buildings)	396
9	MEETERS AND GREETERS BUILDING	142
10	FUEL FARM COMPLEX (TOTAL)	6287
11	AIRPORT POLICE STATION BUILDING	112
12	NEW CARGO BUILDING (SHP SKY HANDLING PARTNERS)	2471
13	PRIVATE COMPANY BUILDING (RESTAURANT BULLOM COMPLEX)	1146
14	HELIPAD FACILITY & BUILDING	1094
15	PRESIDENTIAL LOUNGE	2133
16	MILITARY BUILDING	182
17	PRIVATE COMPANY BUILDING (F.I.BANK)	122
18	PRIVATE COMPANY BUILDING (ZENITH BANK)	291
19	SLAAWA BUILDING	242
20	PRIVATE COMPANY BUILDING (SEABIRD TRANSPORT)	183
21	PRIVATE COMPANY BUILDING (SEA COACH TRANSPORT)	94
22	MOSQUE	1640
23	PRIVATE COMPANY BUILDING (OZANA TRANSPORT-NOT FINISHED YET)	88
24	PRIVATE COMPANY BUILDING (ABERDEEN FERRY TAXI)	101
25	NACOVERC (UNDER CONSTRUCTION)	567
26	PRIVATE COMPANY BUILDING (RESTAURANT KABBA)	143
27	GROUND HANDLING STRUCTURE	336

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ANNEX 8: TRANSFERRING STAFF

CATEGORY of EMPLOYEE	NUMBER OF EMPLOYEES	MONTHLY TOTAL GROSS COST TO THE EMPLOYER	ANNUAL TOTAL GROSS COST TO THE EMPLOYER
CONTRACT STAFF	63	SLL 33.267.509	SLL 399.210.108
ORDINARY GRADE	320	SLL 700.879.286	SLL 8.410.551.438
SUPERVISORY GRADE	104	SLL 323.669.099	SLL 3.884.029.193
EXECUTIVE MANAGEMENT	32	SLL 675.970.392	SLL 8.111.644.705
MIDDLE MANAGEMENT	57	SLL 304.596.800	SLL 3.655.161.597
TOTAL	576	SLL 2.038.383.087	SLL 24.460.597.040

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SCHEDULE 4

ANNEX 7: CONCEPT DESIGN

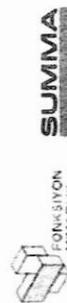
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FREETOWN INTERNATIONAL AIRPORT

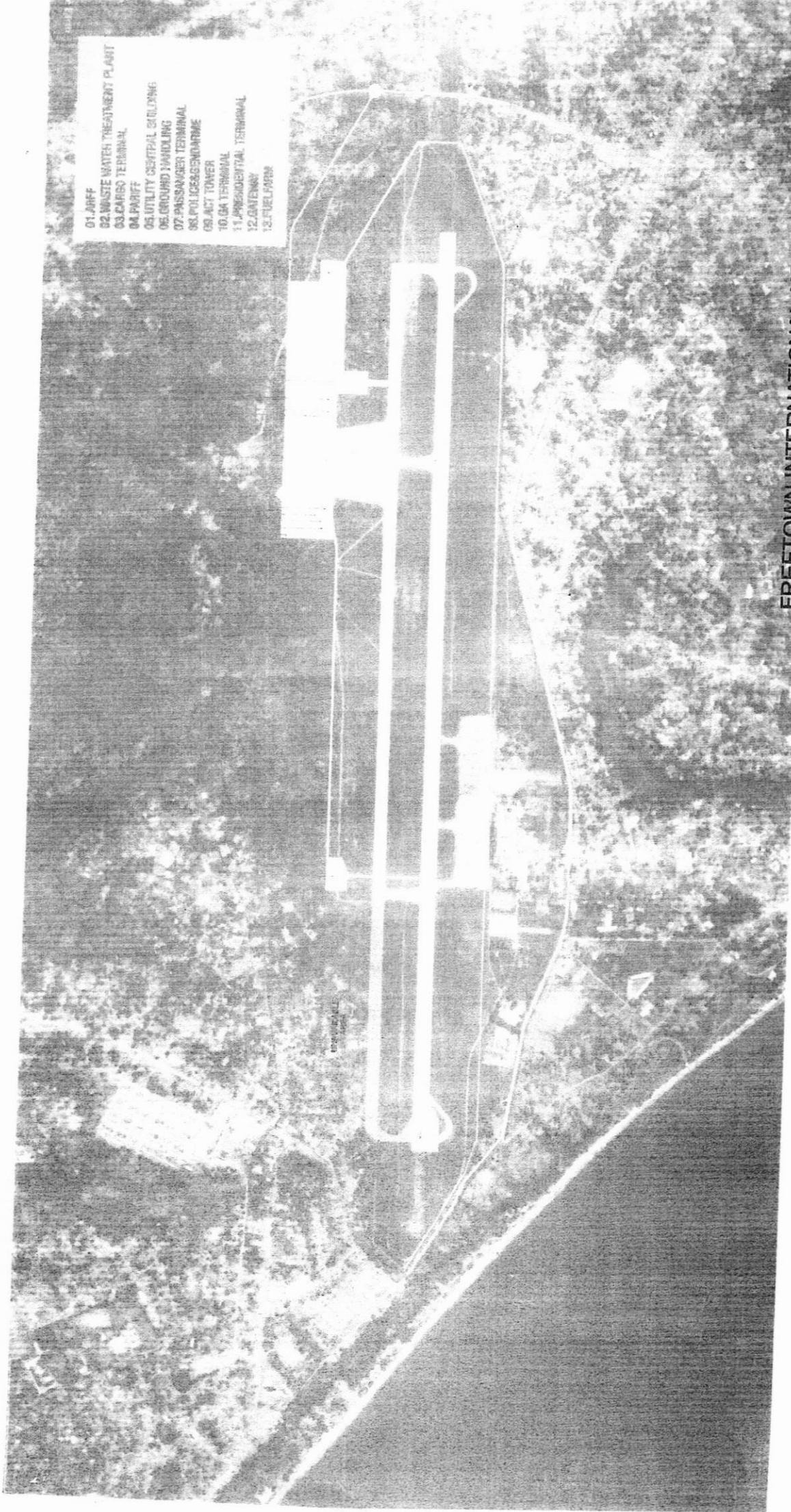


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- 01. AIRFF
- 02. WASTE WATER TREATMENT PLANT
- 03. CARGO TERMINAL
- 04. PARAFF
- 05. UTILITY CENTRAL BUILDING
- 06. GROUND HANDLING
- 07. PASSENGER TERMINAL
- 08. POLICE/SECURITY
- 09. ACT TOWER
- 10. GA TERMINAL
- 11. AIRSIDE TERMINAL
- 12. CONTROL TOWER
- 13. FUEL TANK



FREETOWN INTERNATIONAL AIRPORT MASTER PLAN



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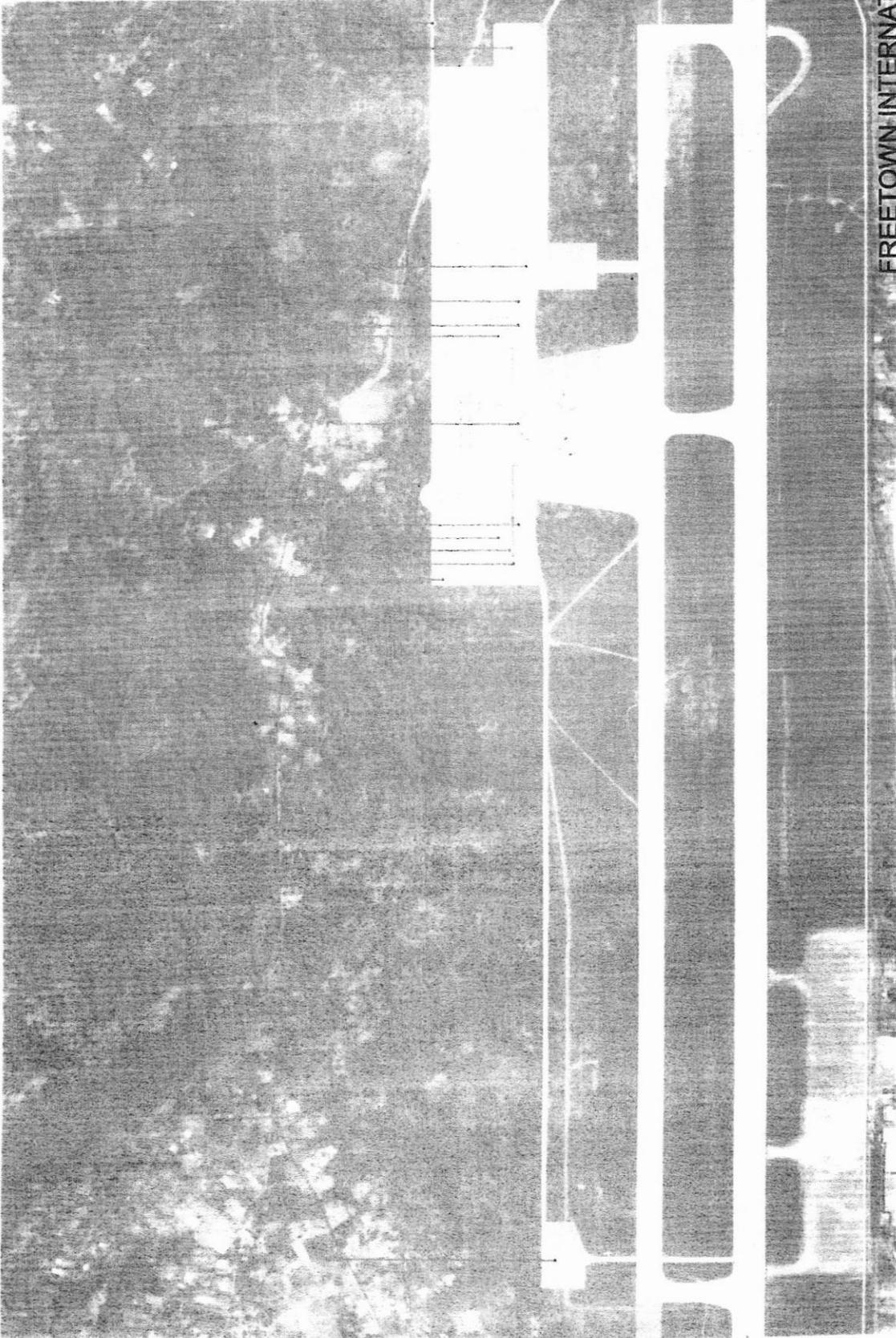
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- 03. CARGO TERMINAL
- 04. PARIFF
- 05. UTILITY CENTRAL BUILDING
- 06. GROUND HANDLING
- 07. PASSANGER TERMINAL
- 08. POLICE&GENDARME
- 09. ACT TOWER
- 10. GA TERMINAL
- 11. PRESIDENTIAL TERMINAL
- 12. GATEWAY
- 13. FUEL FARM



FREETOWN INTERNATIONAL AIRPORT MASTER PLAN



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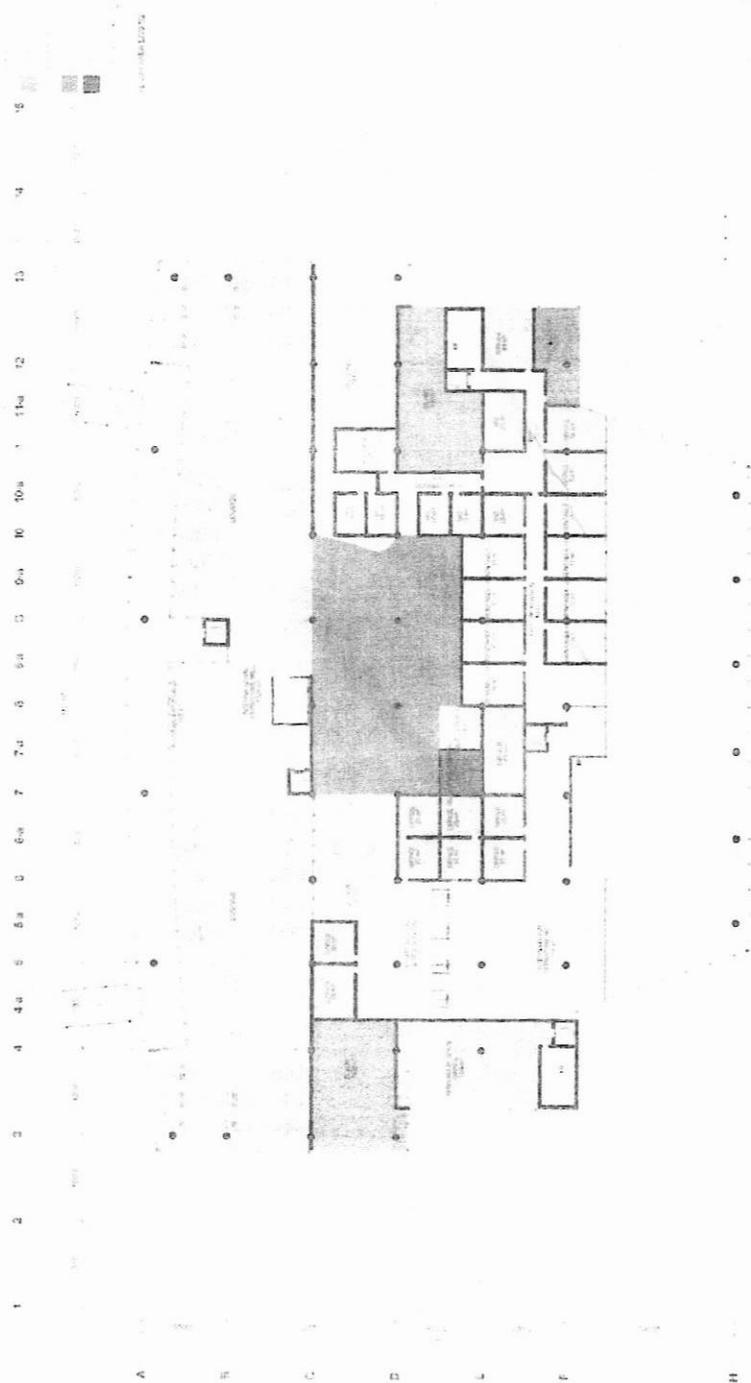
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General Arrangement Departure Level



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Longitudinal Section



Cross Section

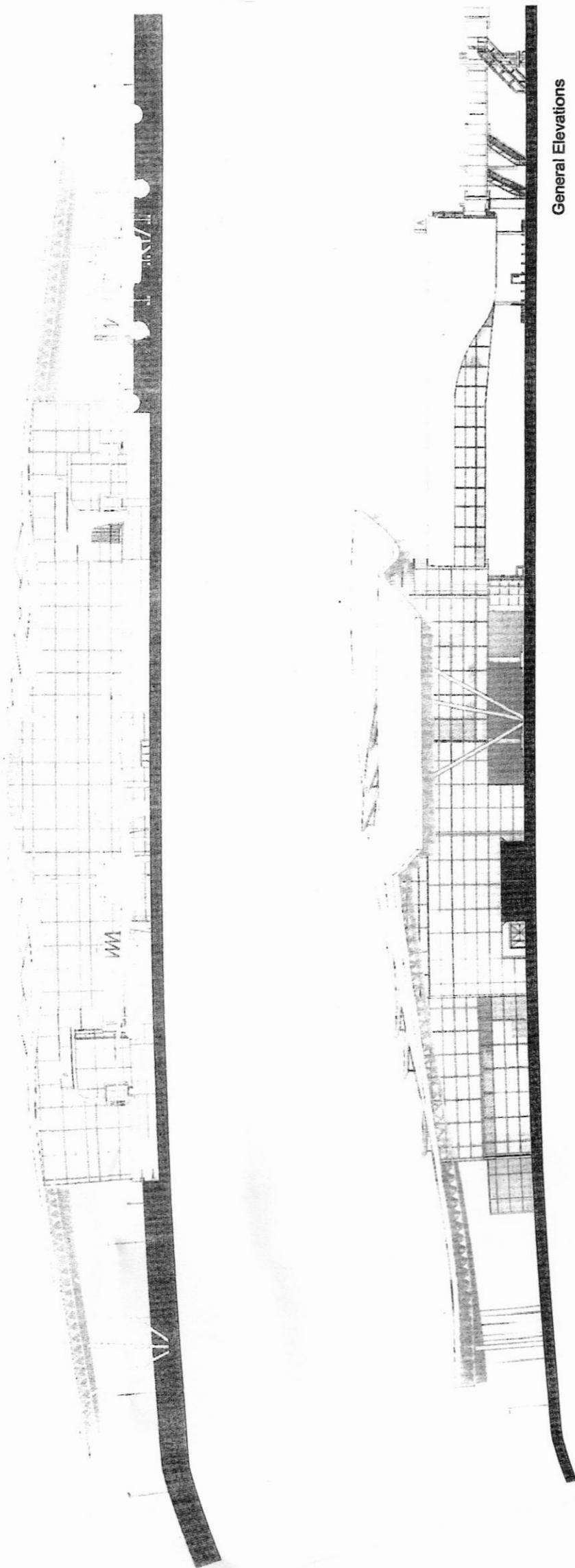


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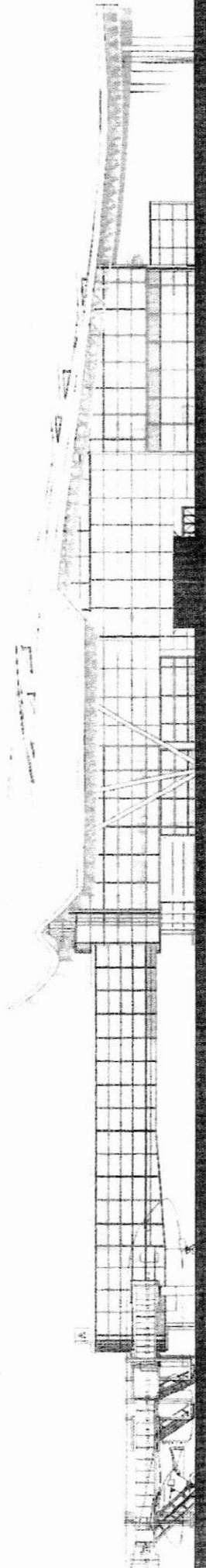
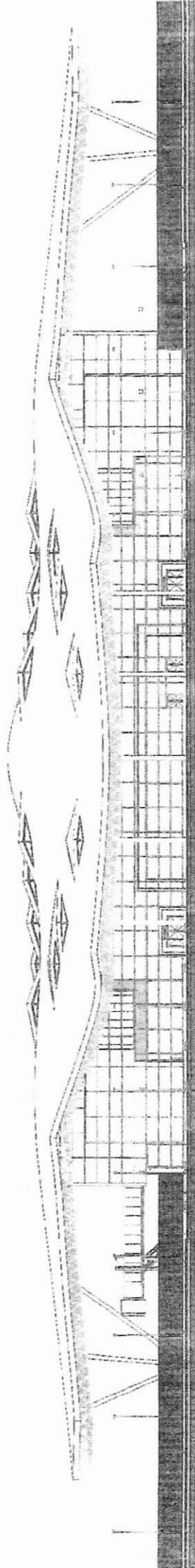
General Elevations



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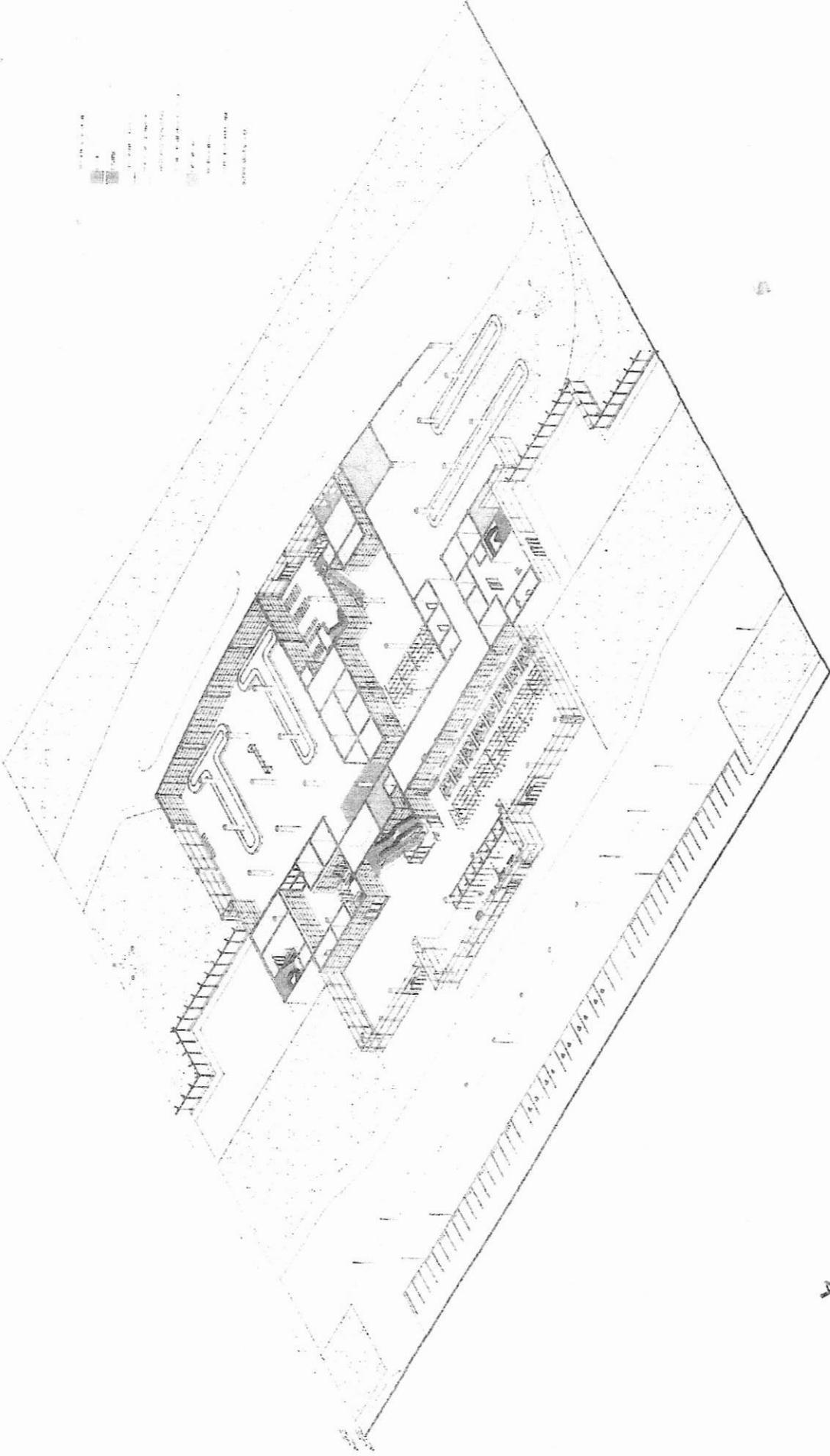
General Elevations



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Axonometric View-Ground Floor

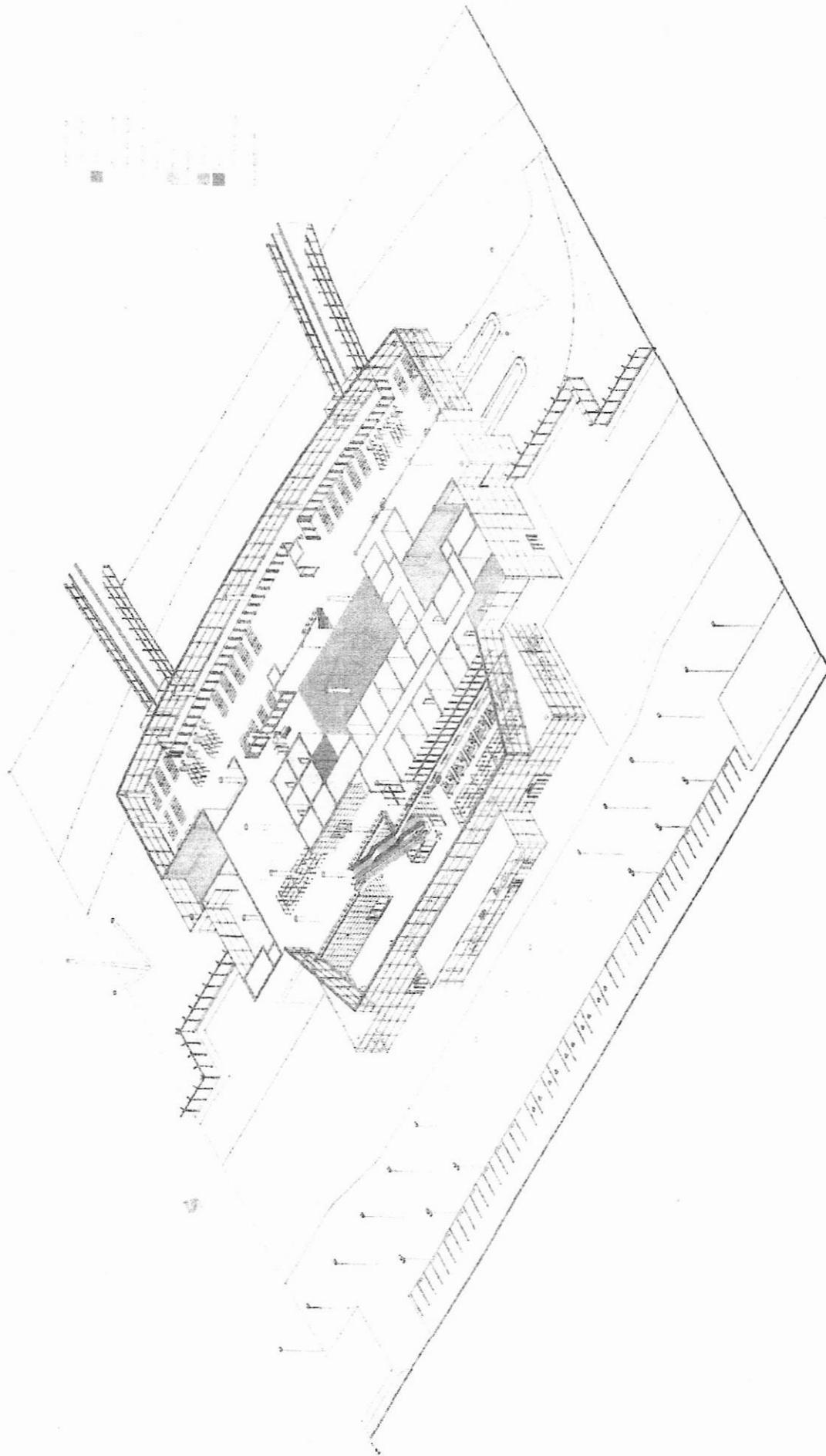


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Axonometric View-Departure Floor



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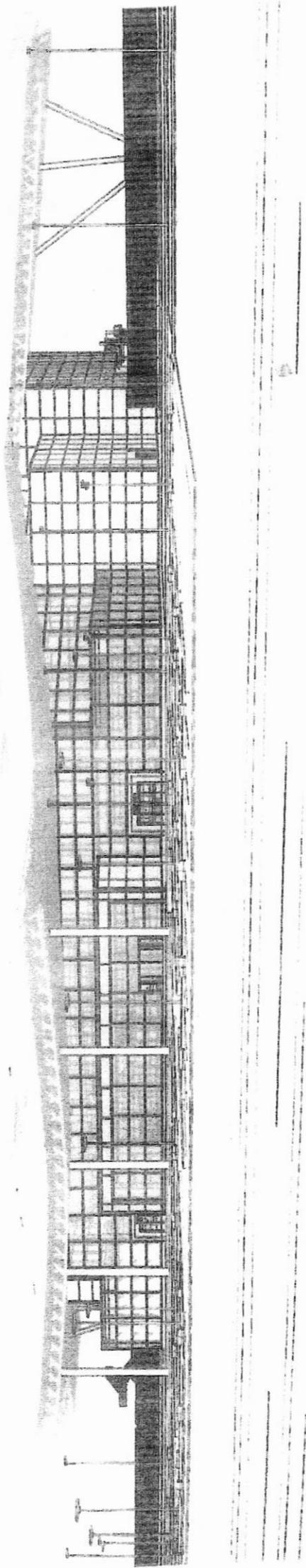
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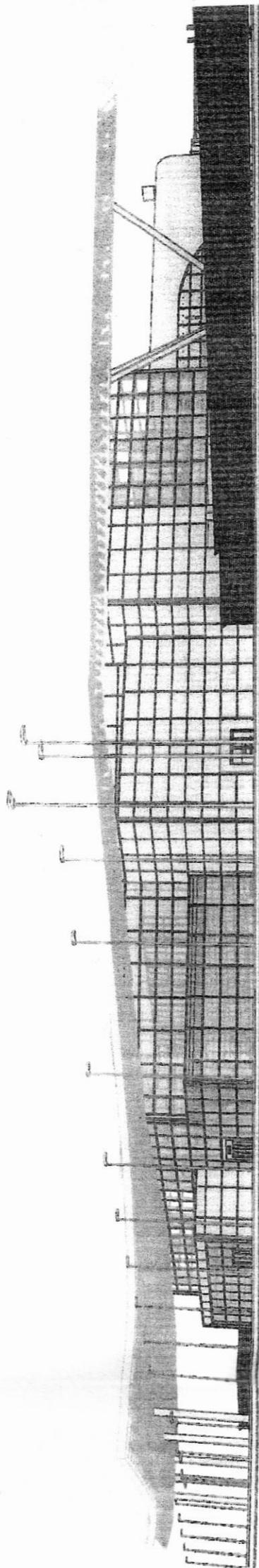
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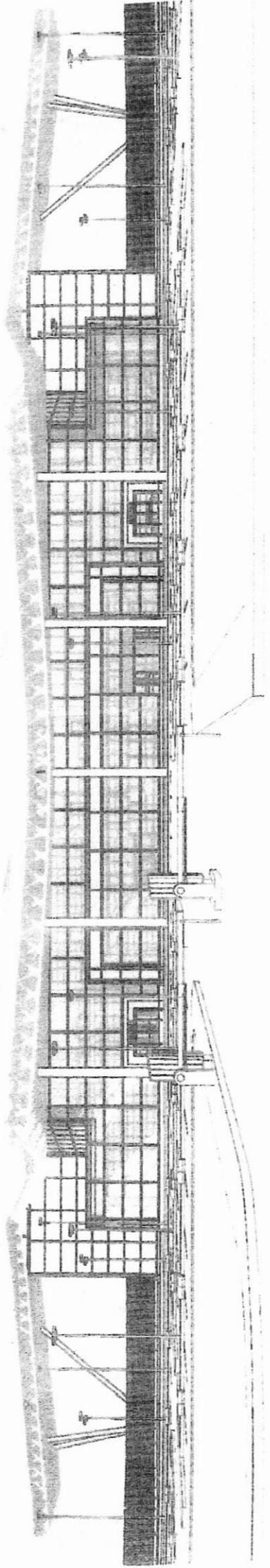
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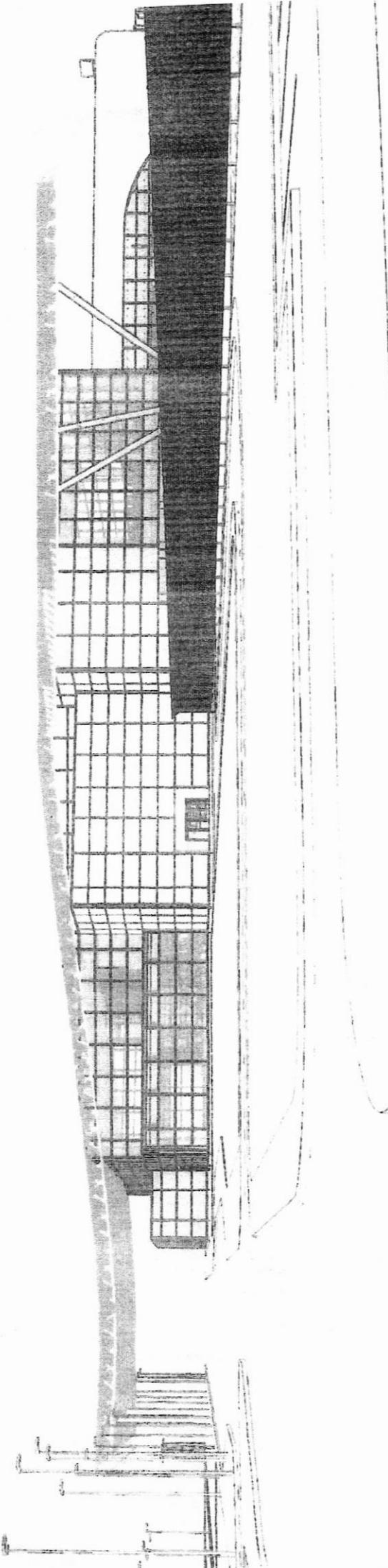
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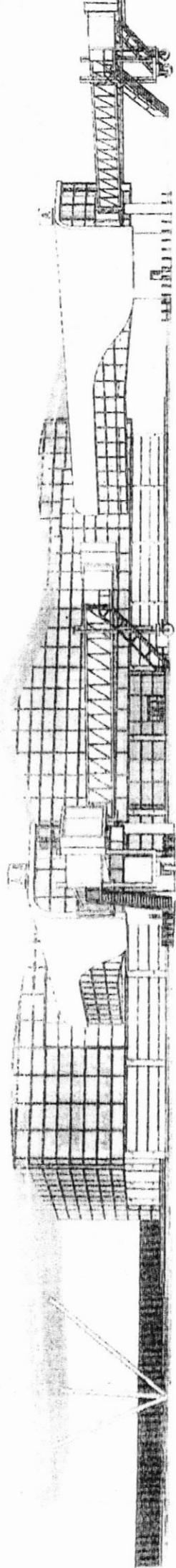
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Executed as a deed by **THE STATE OF THE REPUBLIC OF SIERRA LEONE**

acting by **The Ministry of Transport and Aviation** represented by the Minister of Transport and Aviation

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acting by **The Ministry of Finance** represented by the Minister of Finance

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acting by **Office of Presidential Infrastructure Initiative** represented by the Chairman, Office of Presidential Infrastructure Initiative

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acting by **National Commission for Privatisation** represented by the Chairman, National Commission for Privatisation

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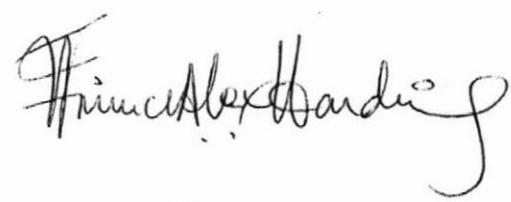
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acting by **Sierra Leone Airport Authority** represented by the General Manager, Sierra Leone Airport Authority

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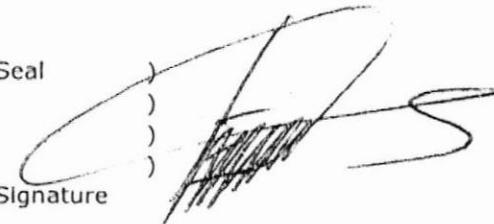
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Executed as a deed by **SUMMA AIRPORTS (SL) LIMITED** acting by a director:

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