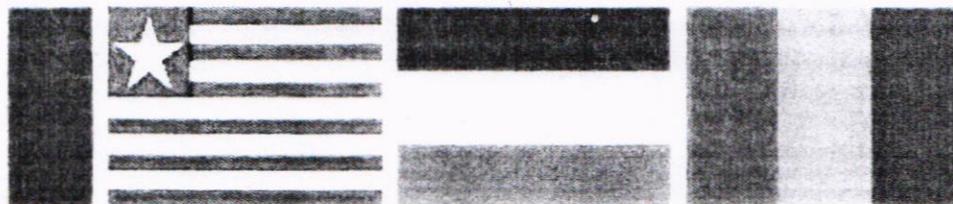


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**TREATY FOR THE CONSTRUCTION OPERATION AND DEVELOPMENT
OF THE CLSG INTERCONNECTION LINE**

(COTE D'IVOIRE - LIBERIA - SIERRA LEONE - GUINEA)

ADOPTED IN *** ON THE *******

ABIDJAN, 5TH MARCH 2012

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TREATY FOR THE CONSTRUCTION, OPERATION AND DEVELOPMENT OF THE CLSG
INTERCONNECTION LINE

The Heads of State of:

The Republic of the Cote d'Ivoire,

The Republic of Liberia,

The Republic of Sierra Leone,

The Republic of Guinea,

Mindful of Articles 3, 26, 28, 31 and 55 of the revised Treaty of the Economic Community of West African States re-affirming the ECOWAS Treaty signed in Lagos on the 28th May 1975,

Mindful of the decision A/DEC.3/5/82 of the Heads of State of the ECOWAS on the energy policy of the ECOWAS,

Reaffirming the decision A/DEC.5/12/99 of the Heads of State of the ECOWAS setting up the regional electricity market, the "West African Power Pool" (WAPP),

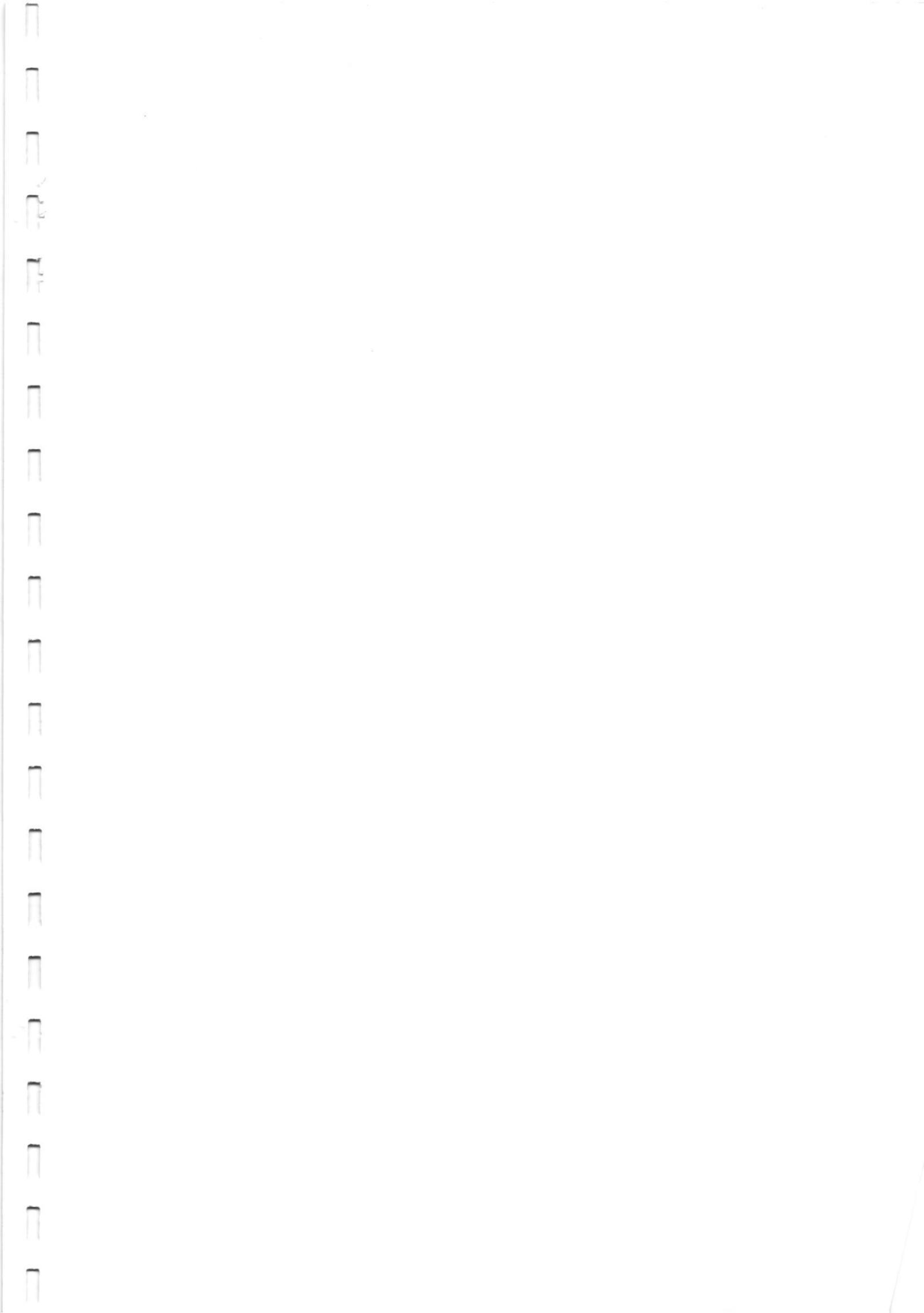
Recalling the Memorandum of Understanding entered into between the Ministers for Energy in 2000, defining the terms and conditions for the setting-up of a Master Plan as revised by the decision A/DEC.7/01/05 dated the 19th January 2005,

Mindful of the ECOWAS Energy Protocol A/P4/1/03 dated the 31st January 2003,

Mindful of the Agreement on the Organisation and Operation of the West African Power Pool (WAPP) signed on the 12th January 2006,

Mindful of the Supplementary Act A/SA.4/01/08 adopting the Emergency Power Supply Security Plan (EPSSP) signed in Ouagadougou on the 18th January 2008.





PREAMBLE

1. Considering that in order to promote a regional energy market with a view to optimising resources and their distribution in West Africa, the Heads of the Member States of the ECOWAS agreed in 1982 to put into place a regional energy policy.
2. Reiterating that the provision of electrical energy at competitive prices is an essential vector in the reduction of poverty and in enhancing social and economic development in the region, hence the creation in 1999 of the West African Power Pool (WAPP) among the ECOWAS Member States.
3. Reiterating that several memoranda between various Member States of ECOWAS have been signed including the WAPP Memorandum in particular specifying the terms and conditions for the putting into place of the Master Plan (2000) and the Memorandum relating to the financing of the putting into place of priority projects for the WAPP (2001).
4. Reiterating that, in order to endow this new regional energy market with an appropriate institutional framework, the Member States of the ECOWAS agreed on the guiding principles for the operation of such a market in the Energy Protocol of the 31st January 2003 and put into place a specialized institution for this purpose, the WAPP Secretariat in 2006.
5. Considering the urgent nature of the need for the supply of power in the region of West Africa and more specifically the need to accelerate several regional interconnection line projects including a transmission line to interconnect the four Member States which is the subject of this Treaty.
6. Reiterating that for this purpose the WAPP has prepared the ground for an Emergency Plan for the supply of power in its Supplementary Act of the 18th January 2008.
7. Convinced that the project for the construction and operation of an inter-connection Line linking the Cote d'Ivoire, Liberia, Sierra Leone and Guinea (CLSG) based on the feasibility study approved by the Member States, will permit a better supply of power, reduce its costs and contribute to economic and social development.





HAVE AGREED AS FOLLOWS:

CHAPTER 1: DEFINITIONS AND PURPOSE

ARTICLE 1. DEFINITIONS

Access Code	Means the terms for non discriminatory access to the Interconnection Line as agreed in good faith between the States to apply to all users of the Interconnection Line
Adverse Effect	Means any event or circumstance that directly or indirectly causes increased cost, revenue reduction or delay in relation to the Project or which negatively impacts the Financial Viability of the SPC or restricts or delays the ability of the SPC to enjoy and enforce all of its rights under this Treaty and the International Project Agreement
Articles of Association	Means the Articles of Association of the SPC annexed to this Treaty as amended from time to time in accordance with its provisions
Competent Authority	Means any legislative, regulatory, administrative or judicial institution, authority or other body of any of the Member States
DFIs	Means those development financial institutions, which have agreed to contribute to the financing of the construction and operation of the Interconnection Line including the World Bank, African Development Bank, KfW, European Investment Bank
Energy Protocol	Means the protocol number A/P4/1/03 entered into under the Treaty of the Community of West African States which establishes a legal framework to promote long-term cooperation in the energy sector
Environmental and Social Management Plan	Means the document including the related Resettlement Action Plan agreed by the Member States, which is developed in compliance with international best practices and applicable guidelines of the DFIs, that sets out the agreed plan for the management of social and environmental issues that may arise during the course of the Project
ERERA	Means the Regional Regulatory Authority of Electricity Sector set up by virtue of the Regulation C/REG.27/12/07 of the 14 and 15 December 2007
Financial Viability	Means the financial balance between costs and revenues at any point in time that enables the SPC to remain viable



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as a special purpose company carrying out the Project as reflected in the financial model that the Member States have agreed

Means the Information and Coordination Center of the West African Power Pool

Means the committee referred to in Article 3.2.

Means the electrical transmission line to be constructed and operated in the Territories of the Member States by the SPC pursuant to this Treaty and the International Project Agreement

Means the agreement to be jointly and severally entered into between the Member States, which are parties to this Treaty and the SPC set up by this Treaty for the construction and operation of the Interconnection Line

Means each of the states, which is a party to this Treaty

Means the project for the construction and the operation of the Interconnection Line, which is the subject of this Treaty with open access to the Interconnection Line for trading in electricity

Means the perimeter or boundary of the land corridor, including any rights-of-way, necessary for building and operating the Interconnection Line as well as any area necessary for building any habitation unit and other facilities in compliance with the provisions of the Environmental and Social Management Plan

Means the special purpose company created pursuant to this Treaty which is authorised to construct and operate the Interconnection Line in accordance with the International Project Agreement

Means the territory belonging to each of the Member States in the jurisdiction of which this Treaty applies

Shall have the meaning given to it in Article 7 of the Energy Protocol

Means this treaty entered into between the states of Cote d'Ivoire, Liberia, Sierra Leone and Guinea for the purpose of enabling the construction and operation of the Interconnection Line and, subject to the provisions thereof includes its annexes and protocols, regulations or other instruments made under it

Means the secretariat referred to in Article 3.3

Means the committee referred to in Article 3.1.

Means the territory/Territories

Transit

Treaty

Treaty Secretariat

ICC

Implementation Committee

Interconnection Line

International Project Agreement

International Project Agreement

Steering Committee

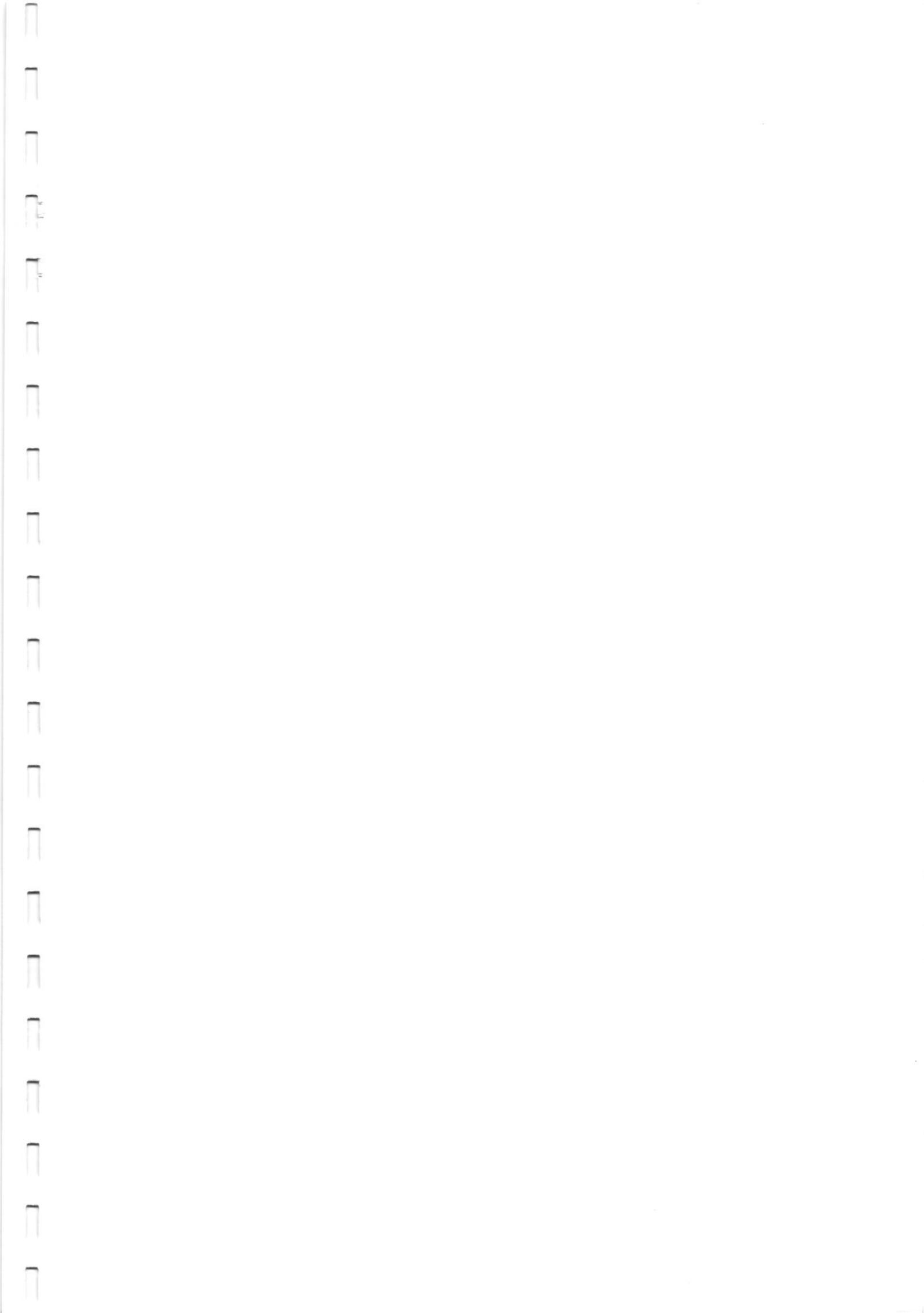
Territory/Territories

Transit

Treaty

Treaty Secretariat

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Means the national electricity company in each Member State or its successor(s) designated as such by the relevant Member State

Means the West African Power Pool, institution created pursuant to the Energy Protocol

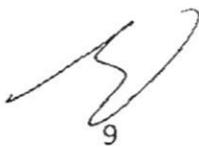
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ARTICLE 2. PURPOSE

The purpose of this Treaty is to:

- a) Establish the financing, construction, operation, maintenance, ownership and development of the Interconnection Line among the Member States, the characteristics and economic model of which have been defined in a feasibility report approved by the four Member States and
- b) Promote a regional energy market with a view to optimising resources and their distribution in West Africa.

The Treaty will, inter alia, provide for:

- The institutional framework for the effective implementation of this Treaty and the Project;
- The common, consistent and stable legal and regulatory framework for the Project between the Member States that enables enforcement to take place in a similar manner in each Member State;
- The framework for the International Project Agreement to be entered into jointly and severally between the Member States and the SPC for the purpose of authorising and obliging it to carry out the Project in a manner that creates legally enforceable rights and obligations.

CHAPTER 2. INSTITUTIONAL FRAMEWORK

ARTICLE 3. BODIES OF THE TREATY

3.1. THE STEERING COMMITTEE

The Steering Committee is the supreme body of the Treaty. It is competent to take all decisions or to initiate any action, which is not within the competence of the Implementation Committee or the Treaty Secretariat. However, the Steering Committee may not amend the Treaty.

The Steering Committee is composed of the four Ministers in charge of energy in each of the Member States. The chairmanship of the Steering Committee is exercised on a rotational basis in the alphabetical order of the names of the Member States for a term of one year by each Member State. The first Chairman of the Steering Committee shall be elected by the members of the Steering Committee.

The Chairman of the Steering Committee will be assisted by the Treaty Secretariat.

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The Treaty Secretariat will convene and organise the meetings of the Steering Committee. Any two members may request a meeting to be convened.

Decisions of the Steering Committee will be made by a three quarters majority vote and a quorum will not be present unless three quarters of the members are present in person or by proxy.

The Steering Committee shall meet for a first time within two months of the entry into force of the Treaty in order, in particular, to take any outstanding decisions in relation to the International Project Agreement and to ensure that it is executed without delay.

The Steering Committee shall meet at least once a year and in order to review and discuss an implementation report drawn up by the Implementation Committee relating to the progress made by the parties under the International Project Agreement. It shall also approve annually the budget allocated to the Implementation Committee and to the Treaty Secretariat. The funding to meet the approved expenditure in the budgets of the Steering Committee, the Implementation Committee and the Treaty Secretariat will be borne by the Member States in equal proportions.

In any event, any action or issue for approval and decision relating to cost, delay, financial viability or performance or which might reasonably be expected to have a material adverse effect will be referred to the Steering Committee.

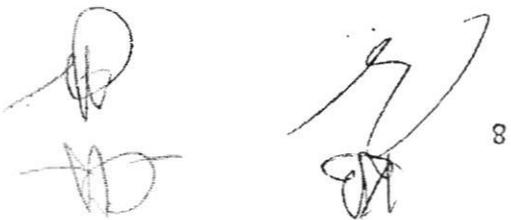
3.2. Implementation Committee

The Implementation Committee is the body in charge of monitoring the implementation of the Treaty on behalf of the Steering Committee. In particular, its role is to monitor progress and performance to ensure that all necessary steps are taken by the Member States to enable the SPC and the Member States to implement the International Project Agreement.

The Implementation Committee is composed of eight members, two of which are senior officials one of the Ministry of Energy one of the Ministry of Finance in each of the Member States.

The chairmanship of the Implementation Committee is exercised on a rotational basis and by alphabetical order for a term of one year by each Member State. The first Chairman of the Implementation Committee shall be appointed by the Member State where the constitutive meeting take place.

Decisions of the Implementation Committee will be made by a three quarters majority vote and a quorum will not be present unless three quarters of the members are present in person or by proxy.



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The Implementation Committee shall submit a report for the Steering Committee each year on the implementation of the Treaty and the International Project Agreement including a report on its activities and of the Treaty Secretariat, and a provisional operating budget for the next period of 24 months.

The Implementation Committee shall meet every quarter and more often if necessary at the request of its Chairman or any four members. The Treaty Secretariat will convene and organise the meetings of the Implementation Committee.

The Implementation Committee may hire consultants and form sub-committees and task forces subject to any conditions or limitations set by the Steering Committee and under its approved budget.

3.3. The Treaty Secretariat

A secretariat will be established by the Implementation Committee for the purposes of assisting the Steering Committee and the Implementation Committee to carry out their functions, convening and organising meetings and preparing and keeping the minutes of the meetings. The initial composition of the Treaty Secretariat will be approved by the Steering Committee. The Treaty Secretariat during the construction period of the Interconnection Line will be provided by WAPP.

ARTICLE 4: BINDING NATURE AND ENFORCEABILITY

4.1. Binding Nature

The Member States agree that the provisions of this Treaty and the International Project Agreement shall be binding on each Member State and all of its Competent Authorities, as if they were national legislative, administrative or regulatory provisions and also agree that they will not be subject to contrary or restrictive existing national or local legislation, court decisions, or decisions by executive, or interpretation by any Member State or any of its Competent Authorities.

4.2. Uniform Enforceability

In order to give full effect to the provisions of this Treaty and the International Project Agreement, the Member States undertake to the extent necessary:

- to amend or vary such of their legislative, administrative and regulatory provisions and procedures and,

- to give any instructions to the Competent Authorities,





in order to ensure the full implementation and enforceability of this Treaty and the International Project Agreement in a uniform manner by all Member States and the SPC and, in particular, to grant any necessary derogation from any applicable procedures, law or regulations.

4.3. Stability

The Member States undertake not to promulgate and to ensure that no Competent Authority promulgates a provision in any law, regulation or procedure at national or local level which modifies, restricts or is inconsistent with the provisions of the Treaty and the International Project Agreement and which is likely to create an Adverse Effect. In the event that an actual or potential Adverse Effect is created, the relevant provision shall not be applied to the SPC or the Project.

CHAPTER 3: INCORPORATION AND OPERATION OF THE SPC

ARTICLE 5: INCORPORATION AND OPERATION

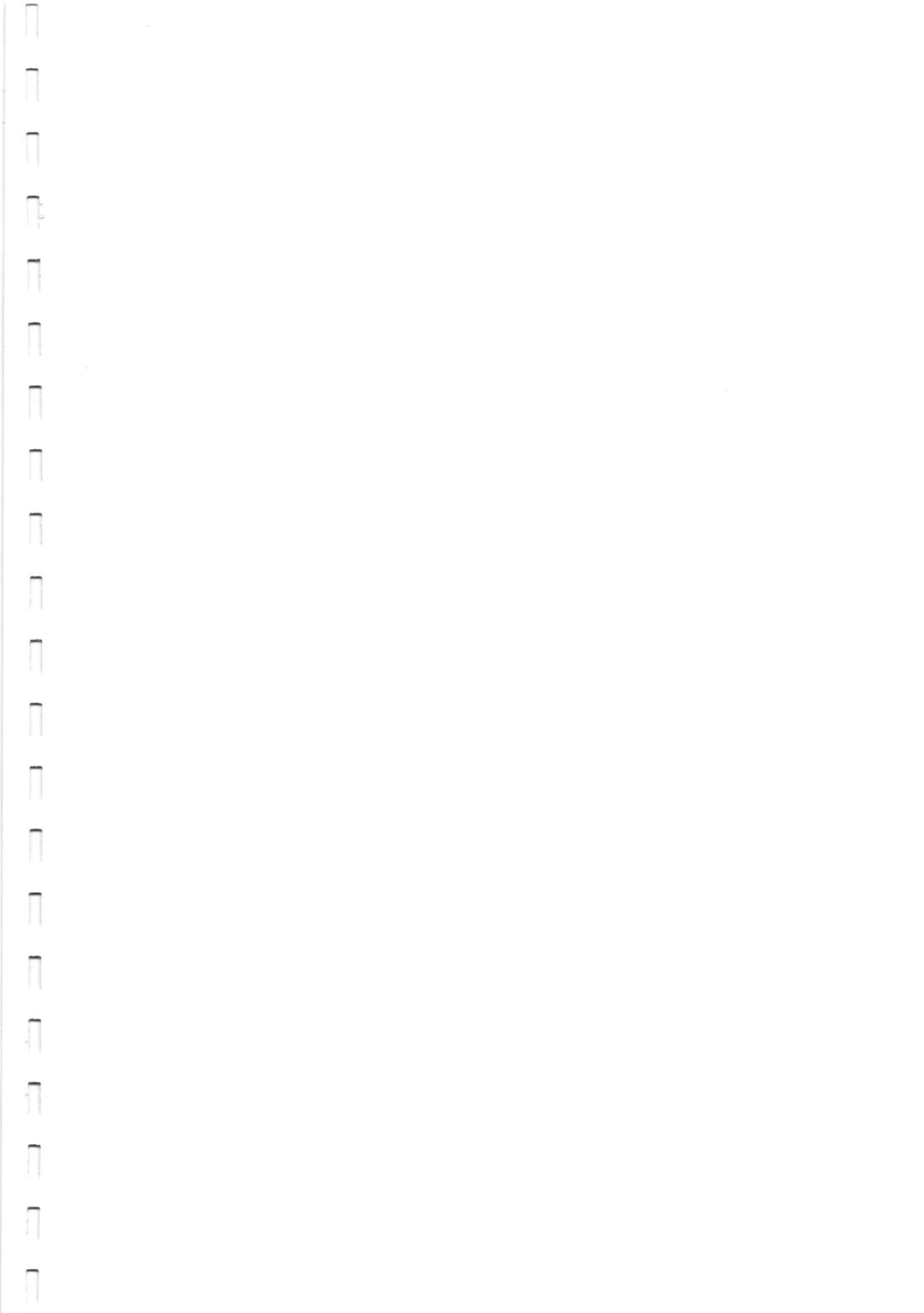
By virtue of this Treaty, the Member States hereby create a special purpose company having a supranational character in order to implement the Project. The Company's objects are:

- To finance, construct, and develop CLSG high-tension electricity transmission interconnector line and its sub-stations as well as all the necessary infrastructure and facilities required to physically operate and maintain the transmission interconnector lines and to ensure a cost-effective regional energy exchange between the States parties to the Treaty currently establishing the Company;
- The operation, maintenance and upkeep of the aforementioned transmission interconnector lines and their sub-stations as well as all the necessary infrastructure and facilities required to physically operate and maintain the lines.

The SPC shall be governed by the Articles of Association annexed to this Treaty which can be changed in accordance with the provisions set out in the Articles of Association. The SPC shall be recognised in all Member States by their respective governments and Competent Authorities as a supranational company with full legal personality having the character of a regional entity operating in compliance with commercial principles.

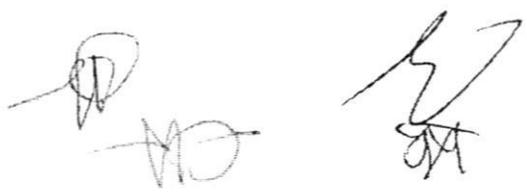
Any Member State in which any office of the SPC is situated undertakes, as necessary, to enter into an establishment agreement with the SPC to enable it to carry out its obligations under the International Project Agreement. Any such establishment agreement shall not, subject to the other provisions of this Treaty and the International Project Agreement, impose upon the SPC or on its employees any legal status or other obligation such as tax

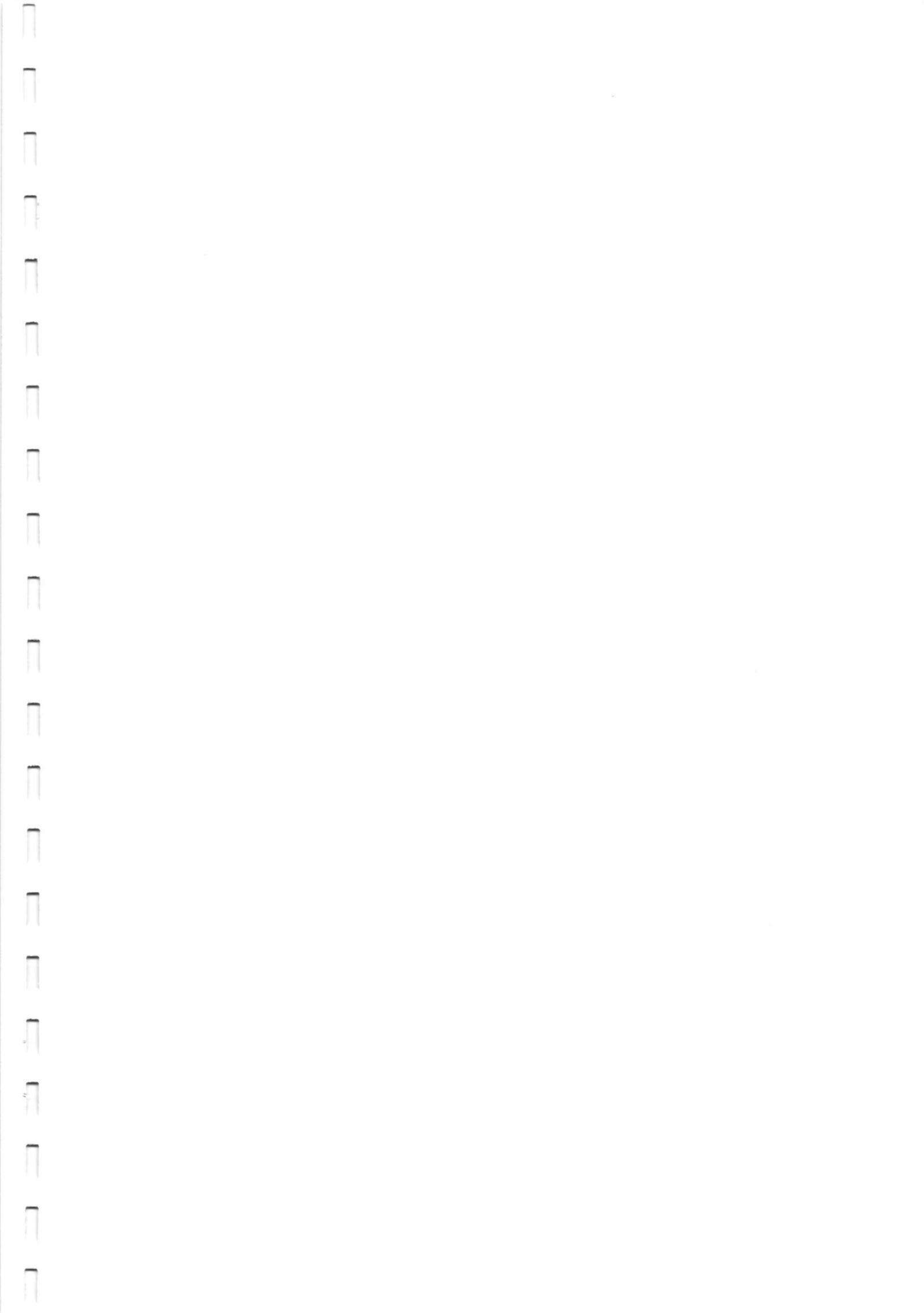
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residency, monetary residency or other status which is in conflict with the provisions of the Treaty or of the International Project Agreement.

The initial shareholders of the SPC shall be the respective Utilities of each Member State, which shall each subscribe for 25% of the share capital of the SPC in accordance with the provisions of this Treaty, the International Project Agreement and the Articles of Association. The Member States undertake that each of the Utilities will agree to be bound by the Articles of Association and will pay its share of the capital of the SPC within a period of three months as from the date that this Treaty enters into force under Article 14 of this Treaty. In addition, they undertake that each Utility shall, at the same time, enter into the Shareholders' Agreement relating to the SPC in a form that the Member States have agreed. The Member States shall approve material changes to the Shareholders' Agreement before they take effect.

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ARTICLE 6: PROJECT CHARACTERISTICS AND OBLIGATIONS OF MEMBER STATES

6.1. Project Characteristics

The Project is a regional electricity project under the Energy Protocol. The objectives of the Project are to enable electricity to be traded using the Interconnection Line in order to enable the Member States to extend the quantity and quality of service and to reduce the cost of power to consumers and at the same time to attract investment in the power sector in the region. The Project is also intended to facilitate the exchange of energy in the region through WAPP and in accordance with the Energy Protocol.

In the context of the legal systems of some of the Member States, it is agreed that the objectives take the form of a public interest mission or a public service obligation, with which that Member State has been vested and that in any of the Member States, the Interconnection Line is regarded as an essential facility that serves society as a whole.

The Member States undertake to ensure that the characteristics of the Project and the stated objectives are respected in a manner that is substantially the same in the four Member States.

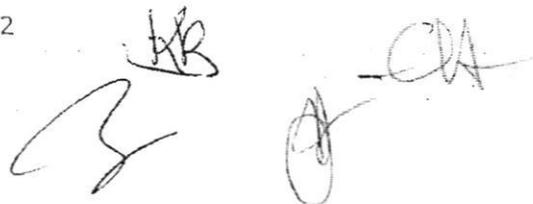
Each Member State undertakes to take all steps necessary to ensure that the principles of no undue discrimination and of equality of treatment for all users of the Interconnection Line placed in the same position are complied with in relation to access, use of the Interconnection Line and continuity of service.

Each Member State will ensure that no unilateral action will be taken that is likely adversely to affect such access and continuity of service within its territory so as to ensure consistency with the Energy Protocol and any rules, standards, norms, agreements or arrangements that are in force under it. As regards any matters relating to Transit of electricity across a Member State, it shall strictly comply with the provisions of Article 7 of the Energy Protocol.

The operation and use of the Interconnection Line will be carried out in accordance with the rules and procedures in the WAPP operations manual. The associated energy trading will be coordinated and facilitated by ICC in accordance with the prevailing rules and procedures.

6.2. Property Rights

Each Member State recognizes and acknowledges the public interest nature of the Project and hereby agrees to expropriate, to the extent necessary, and, in all cases, own the land comprising, at a minimum, the Project Perimeter. Each Member State further agrees to allocate and transfer to the SPC, at no cost to the SPC, all of the real property rights and

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rights-of-way required by the SPC for the sole purpose of constructing, operating, maintaining and developing the Interconnection Line, including, *inter alia*, undertaking all necessary demarcation of the Project Perimeter to enforce such rights. Any such transfer of real property rights and rights-of-way shall be for the duration, and in accordance with the terms and conditions, of the International Project Agreement.

The real property rights and rights-of-way shall:

(i) be transferred to the SPC after developing and, where applicable, implementing the Environmental and Social Management Plan and, to the extent applicable, a resettlement action plan for, *inter alia*, protection of the environment, identification of all relevant beneficiaries of affected land, and compensation and resettlement of such beneficiaries;

(ii) include, at a minimum, the beneficial use and occupancy of the land without any liens, charges, claims, judgments, encumbrances, security interests, or rights in favor of a Member State or a third party as to the use of or access to the land, or as to any tangible, intangible, or personal property existing on the land;

(iii) be irrevocable, inalienable, and enforceable through courts and/or Competent Authorities, as the case may be, of the Member State where such rights exist;

(iv) be evidenced by all documentary support required under applicable national or local law provided to the SPC within a reasonable time from the date of this Treaty so as not to affect materially the implementation of the project; and

(v) be protected, on behalf of the SPC, by the State providing the real property rights and/or rights-of-way through appropriate action, including taking all necessary legal and enforcement action, against encroachments and such other activities on or near the relevant land that may materially affect the construction, operation, maintenance and development of the Interconnection Line.

6.3. Environmental and Social Management Plan

Each of the Member States will take all necessary steps to ensure that the Environmental and Social Management Plan is implemented, including ensuring that the SPC and its contractors are able to comply.

The Member States will ensure that the Competent Authorities issue to the SPC any necessary environmental, health, safety, zoning and other permits within a reasonable period of time.

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6.4. Other Obligations of Member States

The Member States will use all of the powers available to them and take all appropriate steps in order to:

- To the extent necessary, to allocate to the Utilities the funds that they require in order to subscribe for share capital in the SPC on a timely basis,
- ensure that the Utilities comply with the letter and spirit of this Treaty, the Articles of Association and the Shareholders' Agreement,
- Ensure that the Utilities avoid and manage conflicts of interest and act in good faith and take all necessary steps to allow the SPC to carry out all of its purposes and to implement the Project in compliance with this Treaty and the terms of the International Project Agreement for the benefit not only of all four Member States but also of the ECOWAS region as a whole.

In addition, each Member State undertakes to the extent necessary, and at any time upon a request of the SPC, to take all measures of a legislative, regulatory or procedural nature, which are necessary so as to give full effect to all or part of the obligations whether jointly or severally entered into by the Member States under this Treaty and the International Project Agreement.

CHAPTER 5. INTERNATIONAL PROJECT AGREEMENT

ARTICLE 7: AUTHORITY TO IMPLEMENT THE PROJECT

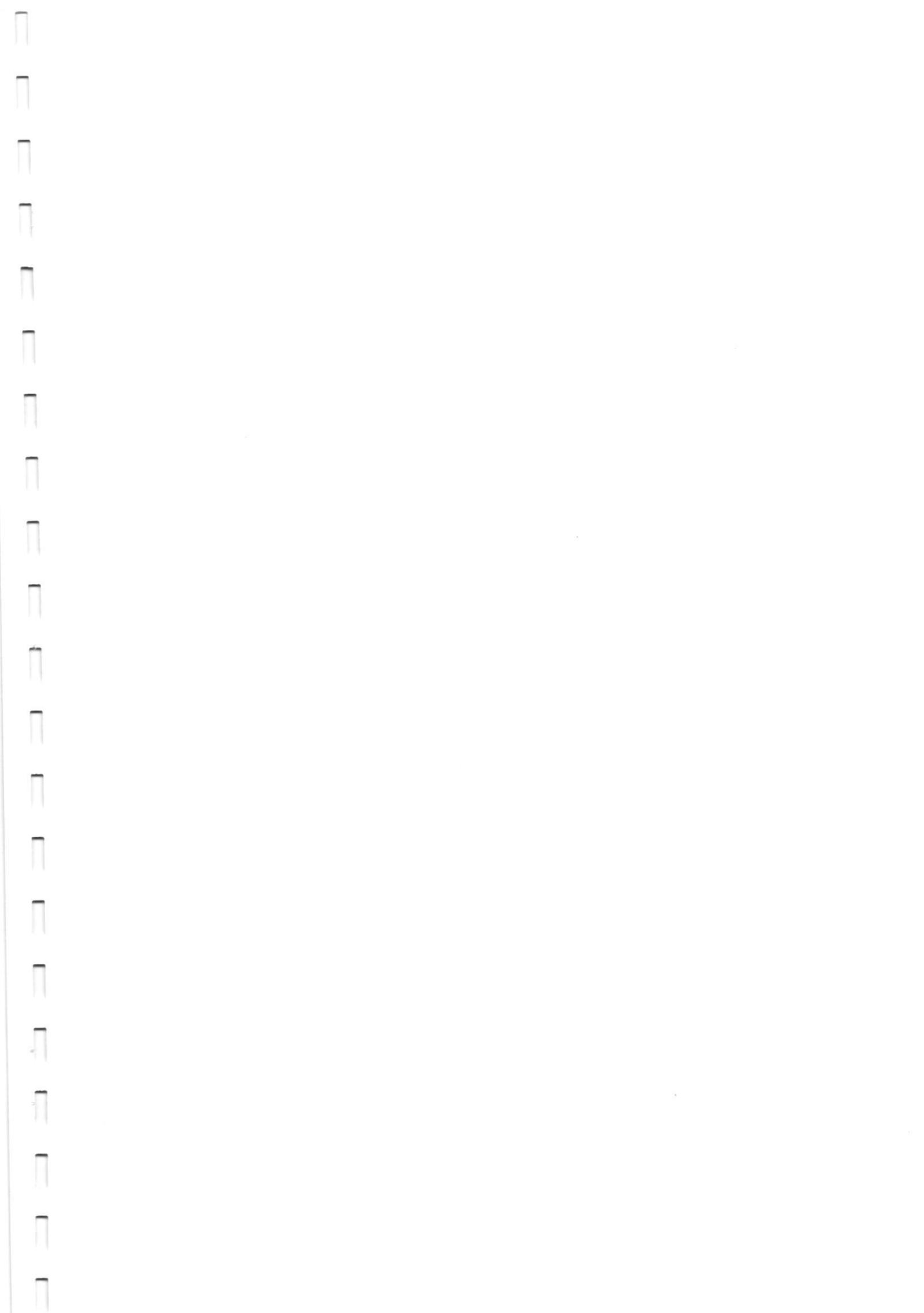
7.1. Authorisation of the SPC

The objects and role of the SPC are stated in Article 5 of this Treaty. The Member States jointly and severally authorise and require the SPC on an irrevocable basis to implement the Project in its entirety in accordance with and subject to the provisions of this Treaty and the International Project Agreement, which they undertake to finalise and enter into with the SPC in compliance with the provisions of this Treaty within a period of six weeks of this Treaty coming into force in accordance with Article 14. The Member States further require the SPC to adopt such rules and procedures, as may be necessary, to prevent fraud and corruption in all its activities, which rules and procedures shall comply with international best practices and applicable guidelines of DFIs.

7.2. Rights of the SPC

Subject to Article 7.1, the Member States hereby grant to the SPC the following specific rights which may be further elaborated in appropriate regulations or in the International Project Agreement:

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- Right to construct and to operate the Project,
- Right to benefit from any direct or indirect financing including any national or international subsidy,
- Right to collect the tariffs or charges for the connection to and use of the Interconnection Line on a basis that permits the SPC to maintain Financial Viability and to meet its financing obligations for the whole life of the Project,
- Right of full ownership of all of the assets created or employed by the SPC in the Project during the whole life of the Project and of all the rights referred to in Article 6,
- Right for the work force of the SPC who act within the territory of more than one Member State to benefit from the applicable tax and social privileges, immunities and other benefits as set out in Annex 2,
- Right for the SPC and its contractors to benefit from exemptions and privileges in terms of tax, customs and other matters in such a way that the SPC and its contractors shall be liable in each Member State only for the applicable charges, duties and taxes expressly listed in Annex 2,
- Right to maintain its accounts and to open accounts with any bank in dollars, Euros or any other freely convertible currency; right to change local currency into any freely convertible currency and to transfer to other accounts any amount other than that which is necessary to make payments that are required to be made in local currency,
- Right to select contractors and sub-contractors, equipment and service providers participating in the construction or the operation of the Project under procurement procedures complying in all cases with international best practice and applicable DFIs rules and procedures,
- Right to be issued with all relevant approvals including but not limited to licenses, clearances, permits, and other consents, within the time frame required by the national or local laws and regulations of the Member States without delay upon compliance by the SPC with the relevant national or local legislation or regulations of each Member State, provided that the issuance of such approvals, permits, clearances and consents shall not be delayed to the extent that the progress of the Project implementation is materially affected,
- Right to benefit from all advantages and guarantees granted to investors under the Energy Protocol.

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ARTICLE 8: NATURE

This Treaty has been entered into among the four Member States parties without the requirement for any adhesion procedure.

ARTICLE 9: WAIVER OF SOVEREIGN IMMUNITY

Each of the Member States expressly waives immunity of jurisdiction and execution or other privilege in relation to the obligations subscribed by it under the Treaty and the International Project Agreement.

ARTICLE 10: JUDICIAL ENFORCEABILITY, NON-COMPLIANCE AND DISPUTES

10.1. Judicial enforceability

In furtherance of Article 4.2, each of the Member States shall take all necessary measures in order to ensure that its courts, judicial institutions and Competent Authorities are able to enforce the provisions of this Treaty and of the International Project Agreement in accordance with the stated intentions of the parties notwithstanding any conflicting law or regulation.

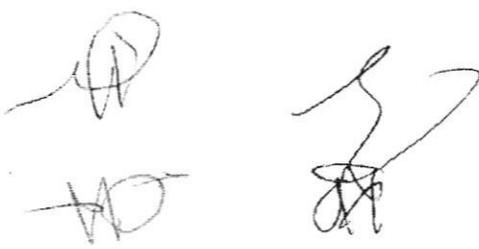
10.2 Non-Compliance

In the event of a continuing non-compliance by a Member State with any of the provisions set out in this Treaty or the International Project Agreement, which has not been cured within a reasonable period following notice to that Member State, the Member State shall fully indemnify the SPC and, as the case may be, the other States for the increased cost, reduction in revenues or delay suffered. The Member States may also require the defaulting Member State to take appropriate measures to comply with the obligations set out in this Treaty.

10.3 Settlement of Disputes

Any dispute between the Member States relating to the interpretation or implementation of this Treaty shall be settled in accordance with the dispute settlement mechanisms provided under Article 27 of the Energy Protocol.

A Member State shall not be relieved of the performance of any of its obligations under this Treaty relating to a dispute until the dispute has been settled in accordance with the provisions of this Article.





ARTICLE 11. WITHDRAWAL

Unless otherwise agreed unanimously by the Member States no withdrawal may take place during a period of twenty-five years as from the entry into force of the Treaty in accordance with Article 14. Beyond this period, any Member State may withdraw from the Treaty. However this withdrawal may only become effective if one of the two following conditions is met:

- An agreement is entered into between all of the Member State and the SPC, providing for the continuity of access to and the operation of the interconnection line through the Territory of the withdrawing Member State in accordance with the provisions of the Treaty and of the International Project Agreement
- A binding commitment on the part of the withdrawing Member State to comply with the terms of the International Project Agreement for the duration of the Project including appropriate guarantees.

ARTICLE 12. AMENDMENTS

The Treaty may only be reviewed or amended upon the request of at least two Member States and following the unanimous agreement of all of the Member States.

ARTICLE 13. RATIFICATION AND PROVISIONAL APPLICATION

13.1 Ratification

This Treaty is subject to the ratification of each of the Member States. The Member States undertake to ratify this Treaty expeditiously in accordance with its national laws. The instruments of ratification shall be deposited with the General Secretariat of the WAPP.

13.2 Provisional Application

Similar to the provisional application of the Energy Protocol pursuant to Article 40 of that instrument, each Member State hereby agrees to apply this Treaty provisionally pending its entry into force for such Member State in accordance with Article 14, to the extent that such provisional application is not inconsistent with its constitution, laws, or regulations. For the avoidance of doubt, provisional application of this Treaty shall be governed by this Article 13.2.

Pending the entry into force of this Treaty pursuant to Article 14, the Member States shall meet in the provisional meetings of the committees described in Chapter 2, the first meeting of the Steering Committee shall be convened by the General Secretariat of the WAPP.



ARTICLE 14. ENTRY INTO FORCE

This Treaty shall enter into force thirty (30) days following the date of deposit with the General Secretariat of the WAPP of the fourth and final instrument of ratification referred to in Article 13.

ARTICLE 15. LANGUAGE

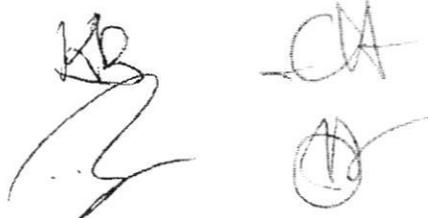
This Treaty is executed in French and English and both versions are equally authoritative.

ARTICLE 16. REGISTRATION

The General Secretariat of the WAPP, on behalf of Member States, will register the Treaty with the ECOWAS, the Secretariat of the United Nations in accordance with the article 102 of the United Nations Chart, and the African Union.

In witness whereof, the Heads of State of the Member States have signed this Treaty.

Executed in

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FOR



Republic of COTE-D'IVOIRE

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SECTION I - FORMATION - OBJECTS - NAME - PRINCIPAL OFFICE - DURATION

ARTICLE 1 - FORMATION

Further to and in application of Article 5 of the Treaty for the Construction, Operation and Development of the CLSG interconnection Line among the Republic of Côte d'Ivoire, the Republic of Liberia, the Republic of Sierra Leone and the Republic of Guinea (herein referred to as the "Treaty" or the "CLSG Treaty") a special purpose supranational company having a commercial character is hereby created (hereinafter referred to as "the Company") which shall be governed by the provisions of the Treaty, these Articles of Association (hereinafter referred to as "the Articles") and, on a subsidiary basis, by the OHADA Uniform Act relating to Commercial Companies and Economic Interest Groups.

ARTICLE 2 - OBJECTS

The Company's objects are:

1. To finance, construct and develop, either by itself or through contractors a high-tension electricity transmission interconnector line and associated sub-stations as well as all the necessary infrastructure and facilities required to physically operate and maintain the transmission interconnector line and substations (hereinafter referred to as the "interconnection line") and to promote regional energy exchange between the states that are parties to the Treaty (hereinafter referred to as "the States");
2. To own, operate and maintain the interconnection line.
3. Any other activity directly related to the Company's objects referred to in Article 2. 1 and Article 2.2 2.

ARTICLE 3 - COMPANY NAME

1. The name of the company is the CLSG Regional Transmission Company.
2. The Company may also be known by the abbreviation "TRANSCO CLSG".
3. The company name shall appear on all deeds and documents issued by the Company and must be immediately followed by the words "a supranational company created by the "CLSG Treaty".

ARTICLE 4 - DURATION

The duration of the Company is ninety-nine (99) years from the date of its creation, other than in the event of a winding-up or extension as provided for by these Articles.



3. The A, B, C and D share classes represent the equity contributions of the national utility companies as approved by each of the States in their capacity as shareholders. There shall be created the same amount of classes as the number of States that are parties to the Treaty, which division of shares is

- Shares numbered X+1 to and assigned to shall be called class "B".
 - Shares numbered X+2 to and assigned to shall be called class "C".
 - Shares numbered X+3 to and assigned to shall be called class "D".
2. Upon creation, the Company's share capital shall be divided into four classes:
- Shares numbered 1 to shall be called class "A".

1. The initial share capital of the Company is (USD), divided into shares of

ARTICLE 6 - CONTRIBUTIONS: SHARE CAPITAL

SECTION II SHARE CAPITAL - SHARES

- Company offices may be established in any location in the Republic of Côte d'Ivoire, the Republic of Liberia, the Republic of Sierra Leone and the Republic of Guinea by a simple decision of the Board of Directors.
- Where a change to the Principal Establishment Office address is effected by the Board of Directors, it is hereby authorised to change the relevant provisions of these Articles of Associations accordingly.
- The Company's Principal Establishment Office may be changed to any other location within (insert the name of the country in which the company has Principal Establishment Office) by a simple decision of the Board of Directors subject to ratification at the next Ordinary Shareholders' Meeting, or to any other location in any other State pursuant to a shareholders' resolution voted upon at an Extraordinary Shareholders Meeting and with the prior approval of the Steering Committee created pursuant to Article 3.1 of the Treaty.
- Further to and in application of the provisions of the Treaty, the location of the Principal Establishment Office shall not subject the Company, the Articles of Association, its officers, agents or activities to the national legislation of the jurisdiction of residence or to the national legislation of any of the States.
- The Company's Principal Establishment Office may be changed to any other location within (insert the name of the country in which the company has Principal Establishment Office) by a simple decision of the Board of Directors subject to ratification at the next Ordinary Shareholders' Meeting, or to any other location in any other State pursuant to a shareholders' resolution voted upon at an Extraordinary Shareholders Meeting and with the prior approval of the Steering Committee created pursuant to Article 3.1 of the Treaty.
- Where a change to the Principal Establishment Office address is effected by the Board of Directors, it is hereby authorised to change the relevant provisions of these Articles of Associations accordingly.
- Company offices may be established in any location in the Republic of Côte d'Ivoire, the Republic of Liberia, the Republic of Sierra Leone and the Republic of Guinea by a simple decision of the Board of Directors.

ARTICLE 5 - PRINCIPAL ESTABLISHMENT OFFICE



and shall always be solely for the purpose of electing members of the Company's Board of Directors. For all other purposes all shares forming part of the Company's share capital will confer the same rights and be subject to the same obligations, without class distinctions, and shall have the same rank.

4. Where one class of shares is transferred to the holder of a different class of shares, the transferred shares shall automatically be converted to the same class of shares as those held by the transferee prior to the said transfer or, where the transfer is made in favour of one or more companies representing a new state that has become a party to the Treaty, a new class of share shall be created.

5. All shares in a single class must be held directly by a company in the electricity sector previously designated as such by the government of the state in which the company has its registered office. In order to be designated as such, the company must, in particular, fulfill all the conditions required in order to become a shareholder of the Company and must be able to meet all attendant obligations and commitments as prescribed in any agreement entered into by the shareholders.

7.1 Increase in capital

1. The share capital of the Company may be increased once or more, either by issuing new shares or by increasing the nominal value of existing shares.

2. New shares may be paid for in cash or by the offsetting against the Company's due and payable debts, or by the capitalisation of reserves, profits or premiums.

3. The new shares shall be issued either at nominal value or at a premium

4. New shares to be issued to a particular shareholder shall be of the same class as those shares previously held by it.

5. Where the capital of the Company is increased by the issue of new shares, the shareholders will be granted a preferential subscription right in direct proportion to their shareholding. Each shareholder may waive this right provided that such waiver does not constitute a break from the principle of equal distribution of capital between the different classes of shares. If the shareholder has not waived the preferential subscription right, this right conferred upon one class of shares can be transferred for the benefit of an existing shareholder or a new, approved shareholder representing the same class of shares.

6. Where a decision is made at a Shareholders' Meeting to increase or reduce the capital of the Company, the Shareholders Meeting may also resolve to waive the grant of preferential subscription rights, provided that the new share issue ensures an equally proportionate increase between the different classes of shares. The shareholders shall take into account reports of the Board of Directors and the External Auditor before making a decision to increase the capital of the Company.

7. Potential beneficiaries of the right to subscribe to new shares may not cast a vote on any decision to waive preferential subscription rights where such a waiver would be in the interests of the aforementioned beneficiaries. The quorum and majority required for such waivers shall be calculated in exclusion of any shares held by the aforementioned beneficiaries.



1. No share may be transferred except as provided for herein.
2. Prior agreement of the Steering Committee is required for any transfers, whether for or without consideration, even where such transfer is part of a company, or spin-off or merger.
3. In the case of a withdrawal from the Treaty by one State, the company operating in the electricity sector whose registered office is located within the withdrawing State's territory may not remain a shareholder of the Company. All other shareholders of the Company must, within three months of the withdrawal of the State, acquire from the withdrawing company an equally proportionate number of shares such that their respective shareholdings remain equal after the withdrawal of the transferring company. The consideration payable on transfer of each share shall be the nominal value of the share plus any premium paid at issuance.

ARTICLE 10 - TRANSFER OF SHARES

1. All shares in the Company shall be and shall remain registered shares.
2. Share certificates shall be determined from a share register with stubs, shall be numbered and shall bear the seal and signature of the Company.

ARTICLE 9 - CERTIFICATES FOR SHARES

1. All shares must be fully paid up to the amount of their nominal value and, where relevant, their premium, at the time of the subscription.

ARTICLE 8 - ALL SHARES TO BE FULLY PAID UP

1. An Extraordinary Shareholders Meeting may also, taking into account the external auditor report and subject to the rights of any creditors, authorise or determine a reduction in the share capital of the Company, but under no circumstance may any such reduction contravene the principle of equality between the shareholders.
2. No reduction in the share capital of the Company shall be allowed where such a reduction would reduce the share capital to below..... (USD).

7.2 Reduction in capital

8. Any increase to the capital of the Company via an increase in the nominal value of the Company's shares requires the unanimous consent of the shareholders.
9. A decision to increase the share capital of the Company may only be taken at an Extraordinary Shareholders Meeting, taking into account the reports of the Board of Directors and the auditors.
10. All share capital must be fully paid up before any new cash shares may be issued.



4. In the case of accession to the Treaty by a state, and unless there is an agreed increase to the capital designated to the acceding state's company or companies, the designated shareholding company must transfer within three months of the accession of the state to the acceding state's shareholding company, whose registered office must be located in the territory of said state, an amount of shares such that each Shareholder holds an equal number of the shares of the Company after the transfer. The consideration payable for each share shall be the nominal value of the share plus any premium paid at issuance.
5. Share ownership must be registered in the name of the shareholding company in the register kept for this purpose at the Principal Establishment Office of the Company. Registered share certificate shall be issued accordingly.
6. The transfer of registered title shall be affected, and the Company, by a deed of transfer duly signed by the transferor or their properly appointed agent and noted in the register referred in Article 10.6.
7. The cost of a transfer of shares shall be borne by the transferee.

ARTICLE 11 - SHARE RIGHTS AND OBLIGATIONS.

1. Besides the right to vote as set out under Article 28, each shareholding confers the right to a share of the net assets of the Company that is directly proportionate to the amount of capital that the shareholding represents and a right to receive a distribution in the event of liquidation of the Company pursuant to Article 37.
2. Each share shall maintain its original rights and obligations whichever entity is the owner of the share.
3. Ownership of shares in the Company confers an obligation upon the shareholder to adhere to these Articles of Association as amended, from time to time, and to the resolutions of the Shareholders' meetings of the Company.

SECTION III COMPANY ADMINISTRATION/MANAGEMENT

ARTICLE 12 - BOARD OF DIRECTORS

1. The Company shall be managed by a Board of Directors (hereinafter referred to as "the Board") of seven members (hereinafter referred to as "a/the Member(s)" or "Director(s)").
2. One Member of the Board shall be elected following the nomination of the shareholder holding class "A" shares.
3. One Member of the Board shall be elected following the nomination of the shareholder holding class "B" shares.
4. One Member of the Board shall be elected following the nomination of the shareholder holding class "C" shares.



5. One Member of the Board shall be elected following the nomination of the shareholder holding class "D" shares.

6. One Member of the Board shall be elected by all shareholders to be a representative for the West African Power Pool (WAPP) further to a WAPP nomination proposal.

7. Two Members shall be recruited, one from a Francophone state and one from an Anglophone state of the ECOWAS Region, pursuant to an open and transparent process to contribute relevant expertise and experience to the Board in such a manner as will ensure that the representation of the interests of these States and the region as a whole remain well balanced.

8. The Members of the Board shall be appointed by a Shareholders' Meeting. The term of office of each Member shall be four years, which duration shall expire at the general meeting convened to approve the summary financial statements of the Company at the end of the financial year and held during the year in which said term expires.

9. The terms of the Members of the Board may be renewed only once.

10. Membership to the Board may be revoked at any time by resolution of a Shareholders Meeting provided that a replacement Member is duly appointed.

11. Where a position on the Board falls vacant due to the death or resignation of one or more Members, the remaining Members or, where there are none, the External Auditor, must convene a Shareholders' Meeting forthwith with the purpose of reconstituting the membership of the Board.

12. Members of the Board must be natural persons. Members of the Board are not permitted to exercise their mandate in conjunction with the holding of any elected or other governmental office, or the holding of a position of authority within an electricity regulatory body, and may not be a shareholder or officer of any of the suppliers to the Company. They must not be interested, whether directly or indirectly, in any contract or arrangement proposed to be entered into or in fact entered into by or on behalf of the Company, except such contracts or arrangements with the shareholder of the Company proposing such member of the Board.

13. No employee of the Company may be appointed as a Member of the Board and no Member of the Board may enter into a contract of employment with the Company.

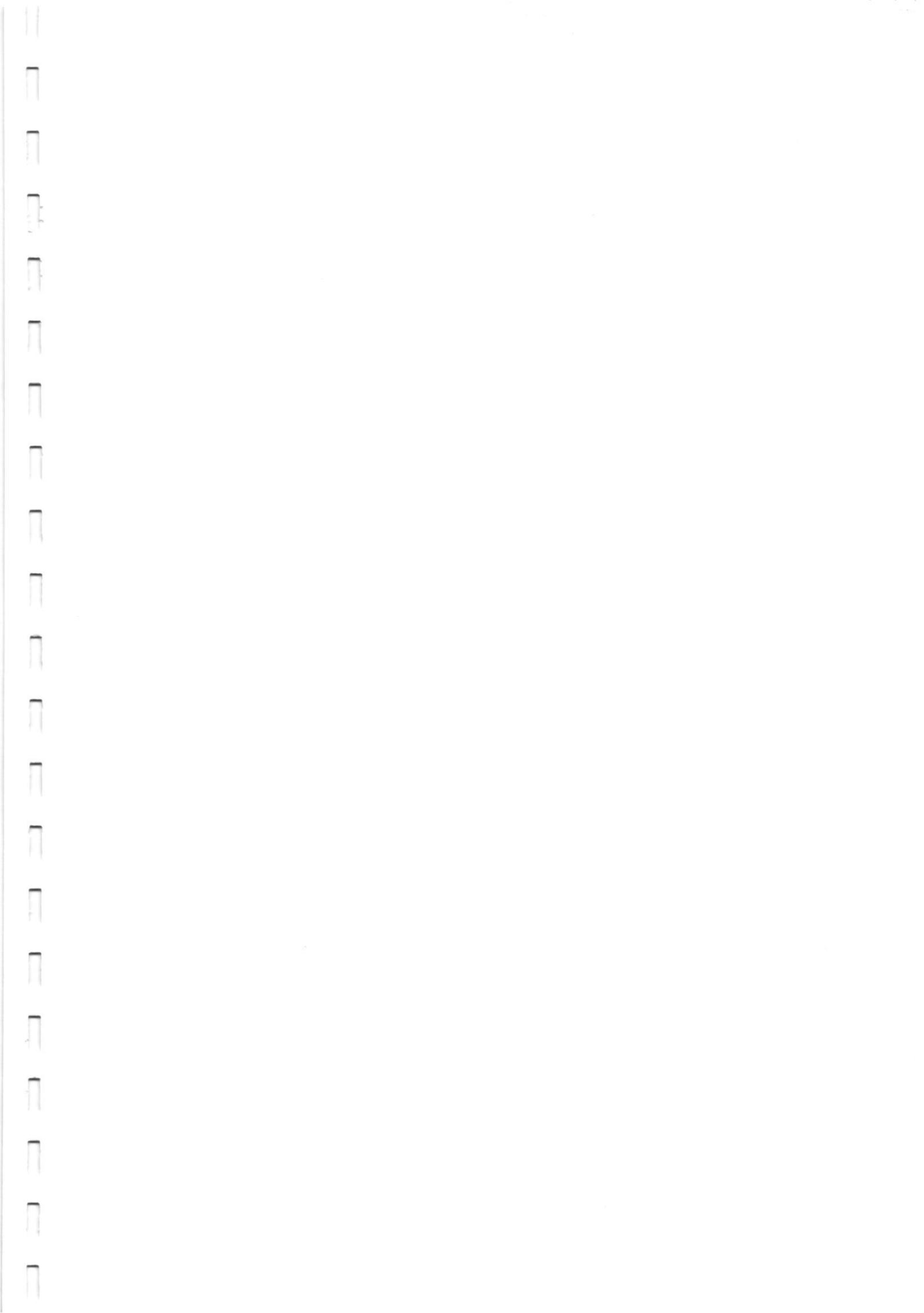
ARTICLE 13 – CHAIRPERSON OF BOARD OF DIRECTORS AND BOARD SECRETARY.

1. The Board shall appoint a Chairperson from among its Members in accordance with paragraph 13.3, whose term of office shall be fixed and shall not exceed his/her term of office as Member of the Board.

2. The Chairperson of the Board may serve for one term only and may not be reappointed

3. Each member of the Board elected as such by a Shareholder shall perform the duties of Chairperson for a term of four years. The order of appointment of the Chairperson of the Board shall be in the alphabetic order of the names of signatory States to the Treaty unless the Shareholders in an Ordinary Meeting pass a resolution to the contrary.

4. At each meeting where the Chairperson is unavailable, or absent the Board shall nominate another Member to preside as Chairperson for that meeting.



5. The Chairperson of the Board shall preside over the meetings of the Board and the shareholders' Meetings.

6. The Chairperson shall ensure that the Board supervises the management delegated to the General Manager.

7. At any time, the Chairperson may make such investigations as he/she sees fit and may require disclosure of any document that he considers relevant to the performance of his/her duties.

8. In the event that the Chairperson is temporarily unable to fulfil his duties, the Board may designate a Member to carry out the duties of the Chairperson.

9. In the event that the Chairperson dies, resigns or has his appointment revoked, the Board shall appoint another Chairperson forthwith, in accordance with the provisions of Article 13.3.

10. The Board will also appoint a Company Secretary, who shall be the legal advisor of the Company who may also act as Secretary to the Board of Directors and may assist the Chairperson in the exercise of his/her duties.

11. The Company Secretary may be reappointed indefinitely.

ARTICLE 14 - PROCEEDINGS OF THE BOARD

1. The Board shall meet on the summons of the Chairperson as often as necessary, and in any event at least once every six months, such meeting to take place at the Principal Establishment Office or any other place situated within the territory of a State.

2. Every meeting of the Board shall be called by at least twenty-one (21) days' notice in writing, unless all Members of the Board agree a shorter period of notice. The notice shall be exclusive of the day on which it is served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in meetings, to Members of the Board.

3. The Members may be summoned to a meeting of the Board in writing.

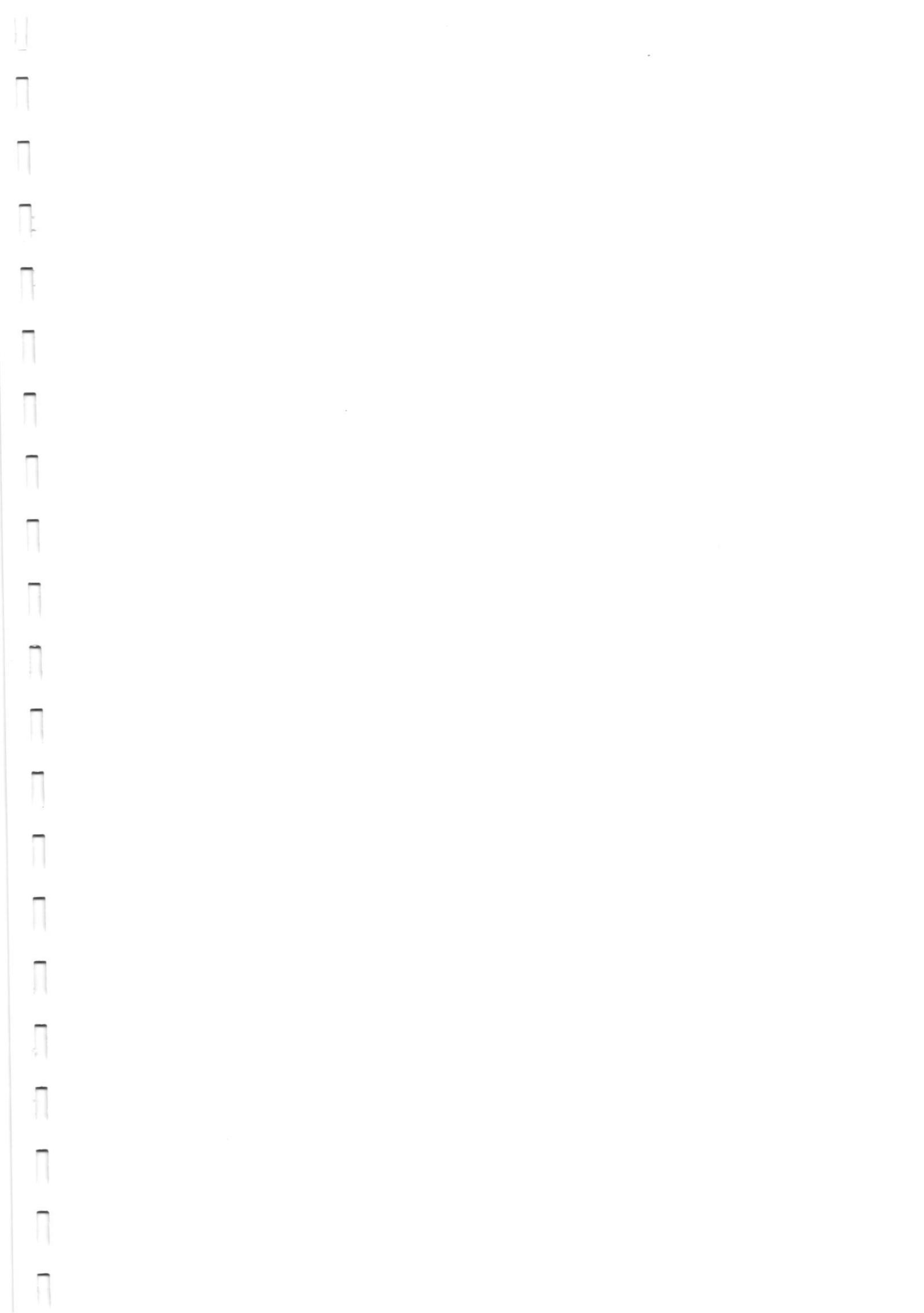
4. A Member may authorise, by letter, fax or e-mail duly acknowledged by the recipient, any other Member to act as his/her proxy at the meeting of the Board. No Member may hold more than one proxy in any meeting.

5. The quorum, without which no business of the Board may be validly debated, shall be at least five (5) Members of the Board.

6. A resolution of the Board shall require the approval of 4/5 of the Members present in person or by proxy, with the positive vote of at least two Members elected pursuant to Articles 12.2, 12.3, 12.4 and 12.5.

7. A Member representing a shareholder when the Board is considering any issue between the Company and that shareholder, whether under a transmission service agreement, any

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- other agreement between the Company and that shareholder or otherwise, cannot vote on any decision of the Board relating to such issue.
8. The minutes, together with any copies or excerpts shall be drawn up, signed, filed, distributed and certified in accordance with good practice.

ARTICLE 15 - POWERS OF THE BOARD

1. The Board shall have the widest powers to act in any manner in the name of the Company; it shall exercise its powers within the limit of the Company's objects and subject to any powers expressly reserved by these Articles to the Shareholders.

2. In any dealings with third parties, the Company shall be bound by actions of the Board that are outside the Company's objects, unless it can prove that the relevant third party knew that the relevant act was outside the Company objects or that he/she, could be not be ignorant of them, given the circumstances, save that the publication of these Articles shall not by itself constitute such proof.

3. The Board may confer upon one or more of its Members, all authority for any one or more purposes, it shall establish an Audit Committee or other committees to carry out activities submitted to them by Chairperson.

ARTICLE 16 - GENERAL MANAGER

1. The Board shall select a General Manager outside its membership who shall be employed pursuant to a contract with the Company complying with best international standards. The General Manager must be a natural person who has a proven track record in the running of companies in the field of transmission of electrical energy and a management profile; and shall be chosen on the basis of a selection process organised by an independent recruitment agency on the order of the Board.

2. No person may be a General Manager if he holds an elected or other government office, is a Shareholder or officer of one of the suppliers to the Company, or is a member of any regulatory authority in the electricity sector, The General manager shall not be interested, whether directly or indirectly, in any contract or arrangement proposed to be entered into or in fact entered into by or on behalf of the Company

3. No person may be a General Manager if he/she is an employee of any shareholder of the Company or placed on secondment by that the Shareholders with the Company.

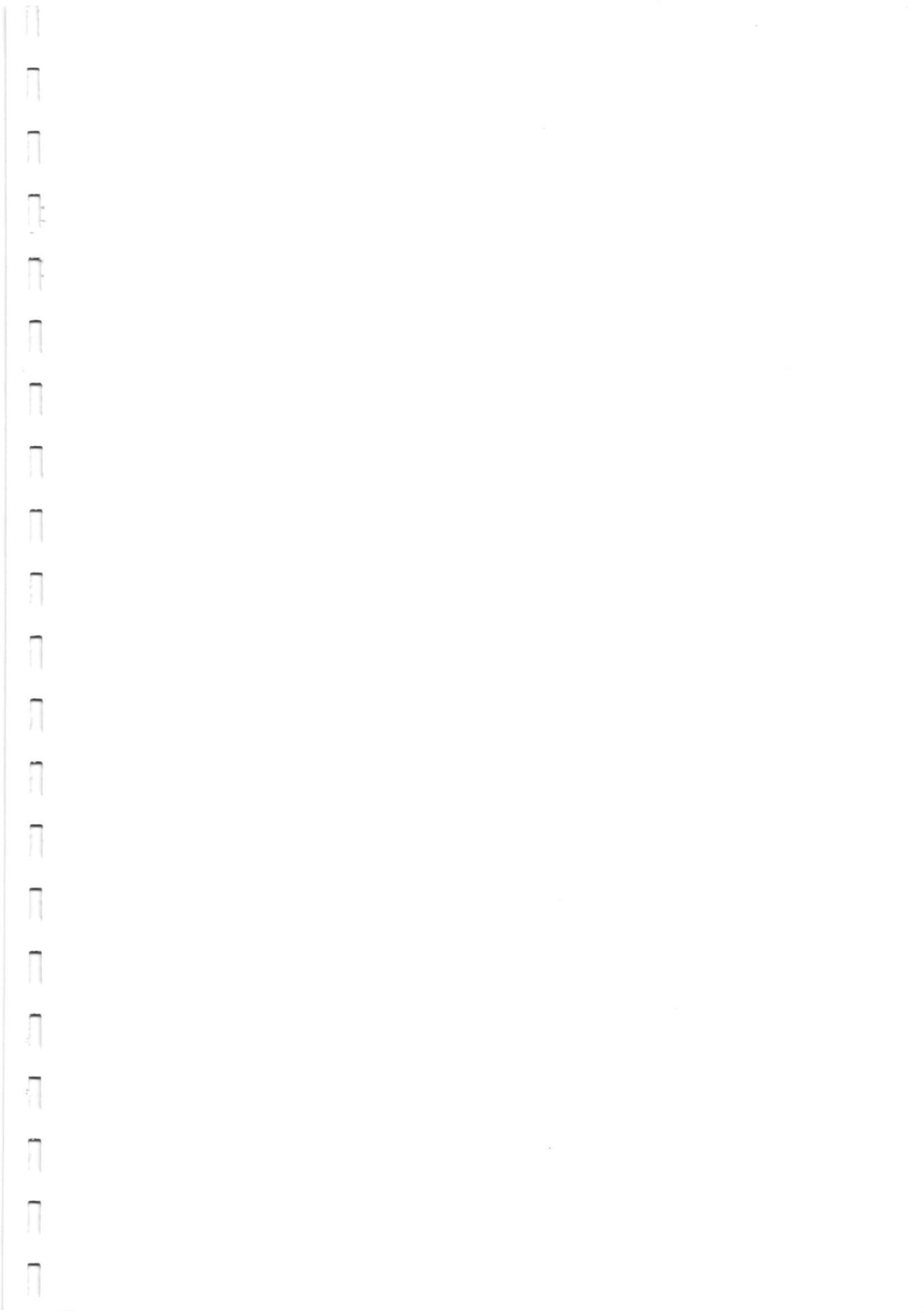
4. The General Manager shall hold office for a term of four years, renewable, and the appointing Board shall agree with him a list of achievements (a 'roadmap') to be met during the course of his/her term of office.

5. The General Manager may be dismissed pursuant to the terms of his/her employment contract or any applicable Company staff regulation. He may resign his/her appointment on not less than six months' notice in writing addressed to the Chairperson.



6. The General Manager shall be responsible for the general management of the Company and shall represent the Company in its relations with third parties. For this purpose the General Manager shall have the broadest powers, limited by the Company's objects and subject always to the powers that are expressly reserved by these Articles to the Shareholders' Meetings and to the Board.
7. The General Manager may not grant any pledges, charges, securities or guarantees or enter into any loan or financing agreement on behalf of the Company without the prior consent of the Board. Other limits on the authority of the General Manager to enter into contracts on behalf of the Company shall be established by the Board.
8. In the event that the General Manager is unable to continue his duties, the Board may appoint a replacement in accordance with the selection process set out in Article 16.1.

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Article 17 – REMUNERATION OF DIRECTORS AND GENERAL MANAGERS

1. A reasonable attendance fee may be paid to each Member, the amount of which shall be determined yearly by the Ordinary Shareholders Meeting. The Members are entitled to be reimbursed out-of-pocket and travel-related expenses, upon issuance of supporting evidence.
2. The remuneration of the General Manager shall be determined in the contract he enters into in accordance to Article 16.
3. No remuneration whether permanent or not, except those listed in this Article, may be awarded to the Directors and/or the General Manager.

Article 18 - REGULATED AGREEMENTS.

1. Agreements that can be entered into, directly or indirectly or via an intermediary, between the Company and one of its Members, or the General Manager shall be subject to prior approval of the Board of Directors.
2. The provisions of Article 18.1 apply to any agreement entered into between the Company and any other entity or business in the event that one of the Directors or the General Manager of the Company or a member of his/her family is the owner of or has an interest in such business or a partner having unlimited liability, manager, director, managing director, general manager or the moral person that is the contract counterparty.

SECTION IV EXTERNAL AUDITOR

Article 19 – APPOINTMENT OF EXTERNAL AUDITOR

1. The Ordinary Shareholders' Meeting may appoint an auditor (hereinafter referred to as "External Auditor") from internationally recognised accountancy firm, on the basis of the terms of reference approved by the Board of Directors and an international tender process.
2. The duration of the External Auditor's appointment shall be three financial years.

Article 20 - ROLE OF THE EXTERNAL AUDITOR

1. The permanent role of the auditor, to the exclusion of all involvement by the management, shall be to verify the results and accounting books of the Company and to confirm that they are prepared in accordance with International Financial Reporting Standards.
2. The auditor shall verify that the information contained in the Directors' Report, the financial statements and the summary financial statements of the Company as presented to the Shareholders are in order and fair and in accordance with International Financial Reporting Standards.



Article 21 - Obligations of the External Auditor

1. The External Auditor shall certify that the summary financial statements established by the Board of directors are true and fair and give a faithful representation of the performance over the past financial year and of the financial position and the assets and liabilities of the Company as at the end of that financial year.

2. In his report to the Shareholders' Meeting, the External Auditor shall:

- Either certify that the summary financial statements established by the Board of Directors are true and fair;
- Or qualify his certificate by reservations or refuse his certificate and provide reasons for such reservations or refusal.

3. The External Auditor shall set out his observations in his report to the Annual Shareholders' Meeting.

Article 22 - Rights of the External Auditor

1. The External Auditor shall carry out any checks and inspections which he deems appropriate and may require disclosure, at the offices of the Company, of all documents he considers relevant to the performance of his obligations, including in particular, all contracts, books, accounting records and registers of minutes.

2. In the performance of such checks and inspections, the External Auditor may, on his/her own authority, call on the assistance of, or appoint as his representatives, experts or colleagues in his discretion and shall inform the Company of the name of any such assistant or representative. Such persons shall have the same powers of investigation as the External Auditor.

KB
M
[Signature]



SECTION V SHAREHOLDERS' MEETING

CHAPTER I PROVISIONS COMMON TO ALL SHAREHOLDERS' MEETING

ARTICLE 23 - SHAREHOLDERS' MEETING

1. The decisions of the shareholders shall be taken at Shareholders' Meeting of the Company.

2. Ordinary Shareholders' Meeting are those meetings convened to take any resolutions which do not change these Articles.

3. Extraordinary Shareholders' Meeting are those meetings convened to resolve to or authorise direct or indirect changes to these Articles, in particular the transfer of the Principal Establishment Office of the Company to a new territory, changes to the objects of the Company, declaration of insolvency or the winding-up or liquidation of the Company.

4. Resolutions duly made at the Shareholders' Meeting shall be binding upon all the shareholders whether or not present or in agreement or able to act.

5. Subject to any restrictions that may be attached to any class of shares from time to time, on a show of hands every member present in person shall have one vote, and, on a poll, every shareholder present in person or by proxy shall have one vote for each share of which the shareholder is the holder.

6. On a poll, votes may be given either personally or by proxy.

ARTICLE 24 - CONVENING OF THE SHAREHOLDERS' MEETING

1. The Shareholders' Meeting shall be convened by the Board or, where it does not do so, by the External Auditor) or two shareholders.

2. The Shareholders' Meeting shall take place at the Principal Establishment Office of the Company or any other place stated in the notice of meeting.

3. The Shareholders' Meeting shall be convened by notice in writing, to be sent by registered post requiring signature upon delivery, fifteen full days before the date of the meeting.

4. In the event that a Shareholders' Meeting cannot pass resolutions due to an absence of the requisite quorum, a second or, where necessary, a further general meeting shall be convened upon six full days' notice in the manner set out above in this Article. Notices of meetings of such replacement meetings shall bear the original date and order of the day of the first meeting.

ARTICLE 25 - AGENDA OF THE MEETING





1. The Agenda of each Shareholder's Meeting shall be set out in the notice convening the meeting including the draft text of any resolution to be passed and any relevant documentation and data which are required to pass the resolution.
2. Only items listed on the Agenda of the meeting shall be deliberated at a Shareholders' Meeting and the Agenda of the meeting may not be changed by later notices. However a Shareholders' Meeting may, under any circumstances, remove one or more of the Members of the Board and appoint new director(s).

ARTICLE 26 - ACCESS TO AND REPRESENTATION AT MEETINGS

1. Any shareholder shall have the right to attend Shareholders' Meeting and to cast a vote in person or by proxy. However, no shareholder may appoint or receive more than one proxy.
2. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing.
3. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority shall be deposited with the Chairperson of the Board or at such other place as may be specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, and, in default, the instrument of proxy shall not be treated as valid.

ARTICLE 27 - ATTENDANCE SHEET AND MINUTES

1. An attendance sheet shall be kept for each Shareholder's Meeting.
2. This attendance sheet duly filled out by those shareholders present at the Shareholders' Meeting or by proxies shall be certified as true by the Chairperson of the Board of Directors and two shareholders and all powers accorded to proxies shall be annexed thereto.
3. The Shareholders' Meeting shall be chaired by the Chairperson of the Board or, in the absence of the Chairperson, by a Director delegated by the Board to do so. In the absence of any delegated Director, the Shareholders' Meeting shall appoint a Chairperson for the purposes of that meeting.
4. All minutes, copies and excerpts shall be prepared, signed, filed and delivered in accordance with common commercial practices.

ARTICLE 28 - QUORUM; VOTE

1. For the purposes of all Ordinary and Extraordinary Shareholders' Meetings, the quorum shall be shareholders that hold three-quarters of the share capital between them.
2. The voting rights conferred upon each share shall be proportionate to the total amount of share capital it represents.





CHAPTER II PROVISIONS RELATING TO ORDINARY SHAREHOLDERS' MEETINGS

ARTICLE 29 - ORDINARY SHAREHOLDERS' MEETINGS

1. An ordinary shareholders' meeting referred to in the Articles of Association as «an Ordinary Shareholders' Meeting» shall be held at least once a year, within six months of the previous financial year-end, so as to present the accounts for the said financial year.
2. Resolutions shall be passed by a simple majority vote.

CHAPTER III PROVISIONS RELATING TO EXTRAORDINARY SHAREHOLDERS' MEETING

ARTICLE 30 - EXTRAORDINARY SHAREHOLDERS' MEETING

1. An extraordinary shareholders' meeting (referred to in these Articles as "an Extraordinary Shareholders' Meeting") may only act to change any of the provisions of these Articles. The prior approval of the Steering Committee is required for a transfer of the Principal Establishment Office to an alternative signatory State, changes to the Company's objects, merger, and spin-off, transformation or extension of the duration of the Company.
2. Resolutions at Extraordinary Shareholders' Meetings shall be passed by a unanimous vote.

ARTICLE 31 - INFORMATION FOR SHAREHOLDERS

1. All shareholders have the right to receive such documents as are necessary to provide full disclosure as to the management and control of the Company and to enable them to make proper and informed decisions in their capacity as shareholders.

SECTION VI FINANCIAL YEAR - FINANCIAL STATEMENTS - ALLOCATION OF PROFITS

ARTICLE 32 - FINANCIAL YEAR

1. The financial year of the Company shall begin on the and end on the
2. The first financial year shall end on the

ARTICLE 33 - PREPARATION OF ANNUAL FINANCIAL STATEMENTS

1. Proper accounts of the Company shall be maintained by the SPC in accordance with International Financial Reporting Standards.





2. At the end of each financial year as set out in Article 32 above, the General Manager of the Company shall organise the preparation of summary financial statements in accordance with international Financial Reporting Standards for the Board to approve.
3. The Board shall draft a report which shall cover the status and activities of the Company during that financial year and shall contain statements as to the likely future development of the Company and its activities.
4. All such reports and accompanying documentation shall be made available to the External Auditor of the Company at least sixty days before the annual Shareholders' Meeting.

ARTICLE 34 - ALLOCATION AND DISTRIBUTION OF PROFITS AND LOSSES.

1. The net profit or loss of the Company shall comprise the total income from the financial year, calculated after deduction of general overheads and other expenses of the Company including amortization and depreciation of assets.

2. The net allocatable profit shall comprise the income of the Company for the relevant financial year plus retained earnings minus prior losses and all sums set aside for reserves.

3. Once the accounts of the Company have been approved and any allocatable profits have been identified, the Board shall propose those sums from the allocatable profit that are to be held over for the following financial year or placed in one or more of the ordinary or extraordinary general or specific reserve funds, whose allocation or use shall also be determined by the Board. A Shareholders' Meeting shall then consider this proposition and pass a resolution upon it.

4. Any losses shall be set against the "retained earnings" account or paid off directly with existing reserves.

ARTICLE 35 - NET ASSETS WORTH LESS THAN HALF THE SHARE CAPITAL

1. Where, as a result of losses recorded in the summary financial statements, the equity in the Company falls below half the value of the share capital, either the Board or the External Auditor must, within four months of approval of the accounts of the Company showing the said losses, convene an Extraordinary Shareholders' Meeting with the purpose of deciding how to regenerate the share capital within a period of two years following the financial year in which the losses were declared.

SECTION VII FINAL PROVISIONS

ARTICLE 36 - INSOLVENCY

1. In the event that the Company is in a position where it is unable to discharge its liabilities with available assets, the Chairperson of the Board must immediately make a declaration of insolvency to the Steering Committee and, at the same time, must convene an Extraordinary Shareholders' Meeting in order to inform them of the situation.



2. The Extraordinary Shareholders' Meeting as convened by the Chairperson or in default of such convening, by the External Auditor, shall nominate an international firm of accountants (hereafter called "Accounting Firm") to draw up a schedule of creditors and debtors and to report back to them within a time period as they may determine, as well as to gather all information on the situation, the actions of the Company and to propose a recovery plan.
3. The Accounting Firm is particularly charged with establishing a schedule of creditors within a period of three months. At the expiry of this period the creditors shall meet and the debts owed to them shall be established.
4. The Extraordinary Shareholders' Meeting shall decide on the recovery plan which shall be approved of the Steering Committee. In the event that the plan is adopted and approved, it shall be binding on all the shareholders.
5. In the event that the report concludes that a recovery for the Company is impossible as it is in an irredeemably compromised situation, the Extraordinary Shareholders' Meeting upon approval of the Steering Committee, may resolve in favour of the winding-up and liquidation of the Company. The Board and the General Manager shall then be dismissed from office.
6. With approval of the Steering Committee, the Extraordinary Shareholders' Meeting may appoint a liquidator from an internationally recognised accountancy firm by way of an international tender process. The liquidator shall be charged with receiving the net assets of the Company, except those as provided in Article 37.7 and with the discharge of the creditors. The terms of the liquidation are set out in Article 37 below.
7. The shareholders of the Company are obliged to meet the liabilities in proportion to the number of the shares that they hold in the capital of the Company.

Article 37 - WINDING-UP; LIQUIDATION

1. Upon prior agreement from the Steering Committee, the winding-up of the Company may be proposed at an Extraordinary Shareholders' Meeting. The shareholders present at such an Extraordinary Shareholders' Meeting may appoint one or more liquidators to be chosen from among internationally recognised accountancy firms by a way of international tender process.
2. The appointment or removal of liquidators shall take effect in relation to third parties from the date the appointment or removal was entered into the official registers of the Company or published in the authorised legal journals of the States.
3. The Company as a legal person shall continue to exist for the purposes of the liquidation of the Company until such time as the liquidation is completed and the words "Company in liquidation" together with the name of the liquidator(s) must appear on all deeds and documents issued by the Company.
4. Subject to the provisions of Article 37.7, the liquidator shall act on behalf of the Company and shall have the broadest authority to convert to cash transferable assets, in accordance with the provisions of the Treaty, including voluntary agreements. The liquidator shall use the proceeds to pay the creditors and distribute the remaining balance.



5. Subject to the provisions of Article 37.7, the distribution of the net transferable assets remaining after the reimbursement of the nominal value of the shares shall be effected between the Shareholders in the same proportions as their shareholding of the capital in the Company.
6. Subject to the provisions of Article 37.7, in the event that the net transferable assets are insufficient to pay the creditors, the Shareholders shall be obliged to contribute to the shortfall ratably with their shareholding in the Company.
7. Given the regional nature of the interconnection line and its importance in enabling the States to provide an optimised public service to their populations, the liquidator shall transfer the interconnection line and all of the rights of the Company derived from the Treaty and the International Project Agreement to a new company, the shares of which will be held by the States that are then parties to the Treaty.

ARTICLE 38 GOVERNING LAW AND DISPUTES

38.1 Governing law

These Articles shall be interpreted by reference to the provisions of the Treaty and on a subsidiary basis to the OHADA Uniform Act relating to Commercial Companies and Economic Interest Groups in the context of the ECOWAS Energy Protocol A/PA/1/03. When these provisions are silent or unclear, reference shall be made to the common legal principles of the States. In the absence of agreement on such common principles within a reasonable period of time, the principles of equity shall apply.

38.2 Resolution of Disputes

1. Any dispute concerning the interpretation or implementation of these Articles which occurs between the shareholders must first be attempted to be resolved by amicable arrangement.
2. In the absence of any written mutual agreement between the Parties within a period of three months from the date on which one Party was notified of the dispute by the other Party, either Party may refer the dispute to arbitration, as further described below.
3. All disputes arising from these Articles shall be finally settled under the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"); a panel of three arbitrators chosen in accordance with the aforementioned Rules. The place of arbitration shall be Abuja, Federal Republic of Nigeria, and the language of the Arbitration shall be English.
4. The arbitrators shall have the broadest powers to settle disputes amicably and impartially.
5. The Parties to a dispute hereby disclaim all rights to claim any immunity from jurisdiction to which they or their regulatory authorities might be entitled.

ARTICLE 39 - FORMALITIES AND POWERS

1. The Company shall begin to perform its functions once the Shareholders' Meeting has noted its shareholders contributions, appointed the Members of the Board of Directors and the External Auditor and resolved that the Company is formally establishment created.



2. Powers are conferred upon the bearer of an original or a copy of these Articles to make filings to WAPP Secretariat and EREA Secretariat, publication in ECOWAS Official Journal and other pertinent declarations.



ANNEX 2: LIST OF APPLICABLE CHARGE, DUTIES AND TAXES EXEMPTIONS

12/13






[ANNEX 2]

TAX AND CUSTOM REGIME FOR THE CLSG PROJECT

Introduction

1. Purpose

In accordance with the provisions of Article 7.2 of the CLSG Treaty, the purpose of this annex is to detail the scope of the tax and custom global exemptions and privileges provided to the SPC and its contractors, and to establish an exhaustive list of taxes or custom charges and levies which may be payable in each State by the SPC, its employees and the companies participating directly or indirectly in the construction or operation of the Interconnection Line.

As a consequence, the SPC, together with any Contractor, within the limit of their participation to the Project, shall not be subject to any tax, duty, levy or charge of any nature unless expressly mentioned as applicable in this annex.

2. Definition

For the purpose of this annex:

"Contractor(s)" means the suppliers and/or providers of goods and services including intellectual and consultant services, and subcontractors, so far as they are related to the Project.

"ECOWAS" means the Economic Community Of West Africa.

"Foreign Contractor(s)" means any natural and/or legal person who is registered under different tax jurisdiction but carries out its activities related to the Project within one of the four (4) Member States for not more than six (6) months in any twelve (12) month period.

"GST" means Goods and Services Tax.

"International Staff" means the supervisory staff and technical staff internationally recruited by the SPC, and holding of a university degree or equivalent professional qualification, who may have to carry their duties or intervene at any time in any Member State where the Interconnection Line is located.

"Local Contractor(s)" means any natural and/or legal person who is not a Foreign Contractor.





"Local Staff" means the staff locally recruited by the SPC for the purpose of participating in the management of the substations or any other activity limited to a single Member State.

"OHADA" means the organization for the harmonization of business law in Africa (Organisation pour l'Harmonisation en Afrique du Droits des Affaires).

"SPC" means the special purpose company created pursuant this Treaty which is authorized to construct and operate the Interconnection Line.

"VAT" means Value Added Tax.

"WAEMU" means the West African Economic and Monetary Union.

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First Part: Regime applicable to the SPC

1. Custom regime applicable to the SPC

1.1 Permanent importation

(a) Exemption

Upon permanent importation, the SPC shall be exempted, without prepayment, of any tax, levy or royalty of any kind to be paid in accordance of the law of any of the Member State or of any of international organization.

This exemption shall include, but is not limited to, VAT, custom duties and indirect taxes of any nature collected upon importation of any good and service, with the exception of:

- Community taxes (ECOWAS, OHADA and WAEMU);

- Information technology tax;

- Applicable/ lump sum custom user fees.

(b) Conditions for exemption

(i) Entry point:

The entry points should be limited to all the ports, roads and airports having check points.

(ii) Documentation:

All items imported by the SPC shall comply with the following procedure:

- An import list describing the nature and value of goods and equipments that the SPC intends to import for a next period of twelve (12) months shall be prepared by the SPC.

- The list is transmitted to the relevant custom authorities before importation. This list shall be updated from time to time to the extent necessary.

- All equipments and goods imported on the basis of the list shall benefit from a simplified custom declaration and clearance procedure. When the SPC has complied with the procedure, the goods shall be cleared within three (3) business days to their arrival.

1.2 Temporary importation:

(a) Exemption

The SPC shall be exempted from any custom duty and levy for the temporary importation of equipments, trucks, and vehicles necessary for the Project, as well as any bond or guarantee otherwise required.



(i) The international Staff shall be exempted from any income related tax as well as any social security contribution in any of the Member State.

(b) Taxes due by the staff of the SPC

(iii) For the Local Staff, the SPC must pay all the taxes, charges or mandatory contributions as applicable to local employers.

(ii) The SPC shall be exempted from any employer tax, charge, or mandatory contribution imposed or levied on it in connection with the international Staff.

(a) Limited taxes and charges due by the SPC for employment of staff

2.1.2 Taxes related to employment of Staff

The SPC shall be exempted from any corporate income tax based on existing or potential profit directly or indirectly, or any other lump sum tax.

2.1.1 Corporate income tax

2.1 Direct Taxes

2. Tax Regime applicable to the SPC

- The SPC shall not use the goods and equipment other than for construction, operation, maintenance and development of the interconnection line.

- The SPC shall re-export the equipments and goods when they are no more necessary for the Project, unless paying the applicable duty and levy or due to a force majeure event.

- The goods and equipments temporarily imported shall be part of a list established under the same procedure as for permanent importation.

(iii) Documentation and commitments:

1.1(b)(i).

The entry points should be limited to the same ports, roads and airports as permitting in Section

(i) Entry point:

(b) Conditions of exemption

This exemption includes in particular VAT, GST, custom duties and indirect taxes of any nature collected upon importation of any good and service necessary for the Project.

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The SPC shall be liable for any fees and taxes having the nature of fees payable in consideration for the delivery of a public service rendered by a public authority, a public company, or on their behalf, provided that the tariffs for the use of the service are previously published.

3. Public service fees

The SPC shall be exempted from local taxes, municipal, regional and federal taxes of any nature.

2.4 Local taxes

The implementation of this exemption shall be subject to a procedure of information, and to the issuance of exemption certificates with relevant authorities.

The SPC shall be exempted from turnover (VAT and GST) and any other assimilated tax.

2.3 Tax on the turnover

The SPC shall be exempted from any withholding tax on the invoices of its foreign Contractors.

2.2 Withholding tax

The SPC shall be exempted from any registration and stamp duty, and from any cost associated with registration.

2.1.7 Registration and stamp duties

The SPC shall be exempted from any capital gain tax.

2.1.6 Capital gain tax

The SPC shall be exempted from any land related taxes.

2.1.5 Land ownership related taxes

SPC shall be exempted from all taxes on dividend, either actual or deemed distributed as well as any other tax on the income or deemed income from non tangible capital.

2.1.4 Dividend tax and tax on income of non tangible capital

The SPC shall be exempted from business taxes or similar taxes at any central or local level.

2.1.3 Business taxes

(iii) The Local Staff does not benefit from income tax and social security exemptions.



Second Part: Regime applicable to the Contractors of the SPC

1. Custom regime applicable to Contractors

The Contractors shall benefit from the same custom exemption regime as the one applicable to the SPC so far as they carry out these activities solely for the Project.

If the goods and equipments are used for a purpose other than the Project, the duty and tax waived shall become due.

2. Tax regime applicable to Contractors

(a) The Foreign Contractors shall benefit from the same tax exemption regime as the one applicable to the SPC so far as they carry out these activities solely for the Project.

(b) The Local Contractors shall be subject to the laws of General Application except:

- VAT/GST;
- Banking operation tax;
- Financial activity tax.

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Summary chart

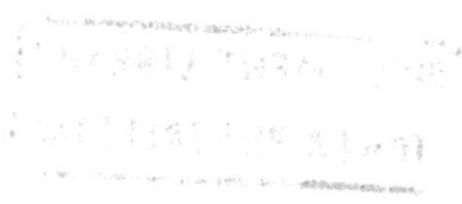
The following chart is intended for illustration only. In the event of inconsistency between this chart and the terms of the Treaty, or the text of this annex, the terms of the Treaty and the text of this annex shall prevail.

I. REGIME APPLICABLE TO THE SPC	
	<p>Indicative list of taxes, charges, duties, levies and fees exempted¹</p> <p>No Exemption: exhaustive list of taxes, charges, duties, levies and fees applicable to the Project</p>
1	Custom Regime
1.1	Permanent Importation
	<ul style="list-style-type: none"> • Customs, duties and taxes • VAT/GST • Levy or royalty of any international organization • Customs, duties and taxes
1.2	Temporary Importation
	<ul style="list-style-type: none"> • Customs, duties and taxes • Bond or guarantee for • equipments • trucks, and • vehicles
2.0	Tax Regime
2.1	Direct Taxes
	<ul style="list-style-type: none"> • Corporate income tax • Taxes related to employment of staff • Employer tax, charge or mandatory contribution on International Staff • Taxes due by the Staff of SPC on International Staff • Withholding income related tax and social security contribution on International Staff • Business taxes or similar taxes at any central or local level • Dividend tax and tax on income of non tangible capital – actual or deemed distributed • Land ownership related taxes • Capital gain tax • Registration and stamp duties
2.2	Withholding Tax
	<ul style="list-style-type: none"> • Invoices of its Foreign Contractors • Invoices of its Local Contractors

¹ For the avoidance of doubt, this list of exemption is not exhaustive, and is not intended to limit the general exemption from customs and taxes enjoyed by the SPC pursuant to the terms of the Treaty.



2.3	Tax on Turnover	<ul style="list-style-type: none"> • VAT/GST • Any other assimilated tax 	
2.4	Local Taxes	<ul style="list-style-type: none"> • Municipal of any nature • Regional of any nature • Federal taxes of any nature 	
3.0	Public Service Fees		<ul style="list-style-type: none"> • Fee payable in consideration for the delivery of a public service rendered by: <ul style="list-style-type: none"> ○ Public authority ○ Public company or on behalf of the public company or authority <p>provided that the tariffs for the use of the service are previously published</p>
II. REGIME APPLICABLE TO THE CONTRACTORS OF THE SPC			
1.0	Customs Regime	<ul style="list-style-type: none"> • As applicable to the SPC so far as they carry out these activities solely for the Project 	<ul style="list-style-type: none"> • As applicable to the SPC • Goods and equipment used for a purpose other than the Project
2.0	Tax Regime	<ul style="list-style-type: none"> • As applicable to the SPC for Foreign Contractors • VAT/GST, banking operation tax or financial activity tax (as applicable) for Local Contractors 	<ul style="list-style-type: none"> • Local Contractors subject to the laws of general application





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