



GOVERNMENT OF SIERRA LEONE

ADDENDUM TO THE CONCESSION AGREEMENT

ENTERED INTO BY AND BETWEEN

THE MINISTRY OF TRANSPORT AND AVIATION THE SIERRA LEONE ROAD SAFETY AUTHORITY

AND

AUTOSPECT (SL) LTD.

Relating to

The development, operation and implementation of Vehicle Inspection Station (VIS) and Systems, the deployment of the Vehicle Registration Cards System (VRC), the Radio Frequency Identification (RFID) windshield stickers and Secure Registration Plates (SP) Systems as well as the automation of the related processes then transferring their ownership to the Sierra Leone state

On a Build-Operate-and-Transfer (BOT)

Sierra Leone

Dated 21st January 2019

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This addendum to the Concession Agreement (the "Addendum") is made on this day of 28th December, 2018, (the "Effective Date"), by and between:

- 1- **THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, ACTING BY THE MINISTRY OF TRANSPORT AND AVIATION (MoTA); AND THE SIERRA LEONE ROAD SAFETY AUTHORITY**, the body corporate established under the Sierra Leone Road Safety Authority Act 2016 (as Amended) and having its registered office at Kissy Road Freetown, Sierra Leone (SLRSA) hereinafter called the "The Authority") which expression unless repugnant to the context shall mean and include its successors, executors, administrators and assigns of the First Part.
- 2- **Autospect (SL) Limited**, having its registered office at 30 Siaka Stevens Street, Freetown through its Chairman Muhieddine Itani (hereinafter referred to as "The Concessionaire / Concessionaire") of the Second Part.

The Authority and the Concessionaire are hereinafter referred collectively to as the "Parties" or individually the "Party".

WHEREAS, the Authority and the Concessionaire have entered into a Concession Agreement on the 6th of December 2017 (the "Agreement") for the refurbishment (existing Stations), building (new Stations), operation, maintenance and providing all necessary equipment (including hardware and software) by the Concessionaire and transferring the ownership of the Centers to the Authority at the end of the Concession Period, in accordance with the terms and conditions stipulated in the Agreement;

WHEREAS, the Parties have agreed to amend certain provisions of the Agreement;

NOW, THEREFORE, the Parties hereto for good and valuable consideration as set forth below, hereby agree as follows:

1. Preamble and Annexes

The Preamble set forth above as well as any Annex hereto shall form an integral part of the present Addendum and thus an integral part of the Agreement.


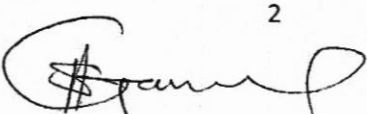
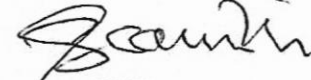

2. Amendments to the Agreement

The Parties hereto have agreed to amend the Agreement as per Annex B to this Addendum:

2.1. Clause 1.2.4 of the Agreement shall be amended and replaced as follows:

"1.2.4. Concessionaire shall be working on a Build, Operate and Transfer basis. The Concessionaire shall bear all costs incurred in the Project planning, designing, land lease (for new Stations only, and on the condition that the land subject to the lease which shall be provided by the Authority is not owned by the latter), construction / infrastructure, development, equipment, and any other cost associated with the Project development and operation, as provided under the technical proposal".

2.2. Clause 1.3.1 shall be amended and replaced as follows:

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"1.3.1. The Selling Price provided is exclusive of GST and all applicable taxes:

A - FITNESS (PTI)				Year 1	Year 2	Year 3
GROWTH IN FEES - FITNESS (PTI)				35%	20%	15%
	Current Price		Repeat			
MC	SLL	USD				
A(M)	55,000	6.62	25%	8.94	10.72	12.33
A(MT)	50,000	6.02	25%	8.12	9.75	11.21
TRC	90,000	10.83	25%	14.62	17.55	20.18
TRP	90,000	10.83	25%	14.62	17.55	20.18
TRG	90,000	10.83	25%	14.62	17.55	20.18
LDV						
A(P)	105,000	12.64	25%	17.06	20.47	23.54
A(T)	105,000	12.64	25%	17.06	20.47	23.54
ATR	105,000	12.64	25%	17.06	20.47	23.54
B	130,000	15.64	25%	21.12	25.34	29.15
BCOM	130,000	15.64	25%	21.12	25.34	29.15
BGovt	130,000	15.64	25%	21.12	25.34	29.15
C	140,000	16.85	25%	22.74	27.29	31.39
CGOVT	140,000	16.85	25%	22.74	27.29	31.39
HDV						
D	175,000	21.06	25%	28.43	34.12	39.23
DGOVT	175,000	21.06	25%	28.43	34.12	39.23
E	175,000	21.06	25%	28.43	34.12	39.23
EGOVT	175,000	21.06	25%	28.43	34.12	39.23
F	210,000	25.27	25%	34.12	40.94	47.08
FGOVT	210,000	25.27	25%	34.12	40.94	47.08
G	355,000	42.72	25%	57.67	69.21	79.59
GGOVT	355,000	42.72	25%	57.67	69.21	79.59
G(XT)	355,000	42.72	25%	57.67	69.21	79.59

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B - LICENCE (RFID)			Year 1	Year 2	Year 3
GROWTH IN FEES - LICENCE (RFID)			35%	20%	15%
Current Price					
MC	SLL	USD			
A(M)	100,000	12.03	16.25	19.50	22.42
A(MT)	95,000	11.43	15.43	18.52	21.30
TRC	270,000	32.49	43.86	52.64	60.53
TRP	220,000	26.48	35.74	42.89	49.32
TRG	270,000	32.49	43.86	52.64	60.53
LDV					
A(P)	100,000	12.03	16.25	19.50	22.42
A(T)	100,000	12.03	16.25	19.50	22.42
ATR	100,000	12.03	16.25	19.50	22.42
B	120,000	14.44	19.50	23.39	26.90
BCOM	120,000	14.44	19.50	23.39	26.90
BGovt	120,000	14.44	19.50	23.39	26.90
C	120,000	14.44	19.50	23.39	26.90
CGOVT	120,000	14.44	19.50	23.39	26.90
HDV					
D	200,000	24.07	32.49	38.99	44.84
DGOVT	200,000	24.07	32.49	38.99	44.84
E	200,000	24.07	32.49	38.99	44.84
EGOVT	200,000	24.07	32.49	38.99	44.84
F	300,000	36.10	48.74	58.49	67.26
FGOVT	300,000	36.10	48.74	58.49	67.26
G	580,000	69.80	94.23	113.07	130.03
GGOVT	580,000	69.80	94.23	113.07	130.03
G(XT)	580,000	69.80	94.23	113.07	130.03
C - PLATES (SP)			Year 1	Year 2	Year 3
GROWTH IN FEES - PLATES (SP)			35%	20%	15%
Current Price					
MC	SLL	USD			
A(M)	75,000	9.03	12.18	14.62	16.81
A(MT)	75,000	9.03	12.18	14.62	16.81
TRC	75,000	9.03	12.18	14.62	16.81
TRP	75,000	9.03	12.18	14.62	16.81
TRG	75,000	9.03	12.18	14.62	16.81
LDV					
A(P)	150,000	18.05	24.37	29.24	33.63
A(T)	150,000	18.05	24.37	29.24	33.63
ATR	150,000	18.05	24.37	29.24	33.63
B	150,000	18.05	24.37	29.24	33.63
BCOM	150,000	18.05	24.37	29.24	33.63
BGovt	150,000	18.05	24.37	29.24	33.63
C	150,000	18.05	24.37	29.24	33.63
CGOVT	150,000	18.05	24.37	29.24	33.63
HDV					
D	150,000	18.05	24.37	29.24	33.63
DGOVT	150,000	18.05	24.37	29.24	33.63
E	150,000	18.05	24.37	29.24	33.63
EGOVT	150,000	18.05	24.37	29.24	33.63
F	150,000	18.05	24.37	29.24	33.63
FGOVT	150,000	18.05	24.37	29.24	33.63
G	150,000	18.05	24.37	29.24	33.63
GGOVT	150,000	18.05	24.37	29.24	33.63
G(XT)	150,000	18.05	24.37	29.24	33.63

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D - LIFE CARDS (VRC)			Year 1	Year 2	Year 3
GROWTH IN FEES - LIFE CARDS (VRC)			0%	0%	0%
Current Price					
MC	SLL	USD			
A(M)	0	40.00	40.00	40.00	40.00
A(MT)	0	40.00	40.00	40.00	40.00
TRC	0	40.00	40.00	40.00	40.00
TRP	0	40.00	40.00	40.00	40.00
TRG	0	40.00	40.00	40.00	40.00
LDV					
A(P)	0	40.00	40.00	40.00	40.00
A(T)	0	40.00	40.00	40.00	40.00
ATR	0	40.00	40.00	40.00	40.00
B	0	40.00	40.00	40.00	40.00
BCOM	0	40.00	40.00	40.00	40.00
BGovt	0	40.00	40.00	40.00	40.00
C	0	40.00	40.00	40.00	40.00
CGOVT	0	40.00	40.00	40.00	40.00
HDV					
D	0	40.00	40.00	40.00	40.00
DGOVT	0	40.00	40.00	40.00	40.00
E	0	40.00	40.00	40.00	40.00
EGOVT	0	40.00	40.00	40.00	40.00
F	0	40.00	40.00	40.00	40.00
FGOVT	0	40.00	40.00	40.00	40.00
G	0	40.00	40.00	40.00	40.00
GGOVT	0	40.00	40.00	40.00	40.00
G(XT)	0	40.00	40.00	40.00	40.00

E - PORT FITNESS (VEHICLE INSPECTION)				Year 1	Year 2	Year 3
GROWTH IN FEES - PORT FITNESS (VEHICLE INSPECTION)				35%	20%	15%
Current Price		Repeat				
MC	SLL	USD				
A(M)	0	0.00	25%	17.87	21.44	24.66
A(MT)	0	0.00	25%	16.25	19.50	22.42
TRC	0	0.00	25%	29.24	35.09	40.36
TRP	0	0.00	25%	29.24	35.09	40.36
TRG	0	0.00	25%	29.24	35.09	40.36
LDV						
A(P)	0	0.00	25%	34.12	40.94	47.08
A(T)	0	0.00	25%	34.12	40.94	47.08
ATR	0	0.00	25%	34.12	40.94	47.08
B	0	0.00	25%	42.24	50.69	58.29
BCOM	0	0.00	25%	42.24	50.69	58.29
BGovt	0	0.00	25%	42.24	50.69	58.29
C	0	0.00	25%	45.49	54.59	62.78
CGOVT	0	0.00	25%	45.49	54.59	62.78
HDV						
D	0	0.00	25%	56.86	68.23	78.47
DGOVT	0	0.00	25%	56.86	68.23	78.47
E	0	0.00	25%	56.86	68.23	78.47
EGOVT	0	0.00	25%	56.86	68.23	78.47
F	0	0.00	25%	68.23	81.88	94.16
FGOVT	0	0.00	25%	68.23	81.88	94.16
G	0	0.00	25%	115.35	138.42	159.18
GGOVT	0	0.00	25%	115.35	138.42	159.18
G(XT)	0	0.00	25%	115.35	138.42	159.18

GROWTH IN FEES - PORT LICENSE (RFID)			Year 1	Year 2	Year 3
Current Price			35%	20%	15%
MC	SLL	USD			
A(M)	150,000	18.05	24.37	29.24	33.63
A(MT)	150,000	18.05	24.37	29.24	33.63
TRC	150,000	18.05	24.37	29.24	33.63
TRP	150,000	18.05	24.37	29.24	33.63
TRG	150,000	18.05	24.37	29.24	33.63
LDV					
A(P)	150,000	18.05	24.37	29.24	33.63
A(T)	150,000	18.05	24.37	29.24	33.63
ATR	150,000	18.05	24.37	29.24	33.63
B	150,000	18.05	24.37	29.24	33.63
BCOM	150,000	18.05	24.37	29.24	33.63
BGovt	150,000	18.05	24.37	29.24	33.63
C	150,000	18.05	24.37	29.24	33.63
CGOVT	150,000	18.05	24.37	29.24	33.63
HDV					
D	250,000	30.09	40.62	48.74	56.05
DGOVT	250,000	30.09	40.62	48.74	56.05
E	250,000	30.09	40.62	48.74	56.05
EGOVT	250,000	30.09	40.62	48.74	56.05
F	250,000	30.09	40.62	48.74	56.05
FGOVT	250,000	30.09	40.62	48.74	56.05
G	250,000	30.09	40.62	48.74	56.05
GGOVT	250,000	30.09	40.62	48.74	56.05
G(XT)	250,000	30.09	40.62	48.74	56.05

It is hereby agreed that the Selling Price of each service provided for in the tables above (A, B, C, E, F), shall be increased yearly from years 4 to 9 by five percent (5%) of the previous year's Selling Price. The Selling Price for the years 10 to 15 will be increased based on mutual consent by both parties taking into account inter alia, the different factors including without limitation inflation, price of commodities, price of services consumer price index, of statistic Sierra Leone yearly report. Year shall mean the calendar year."

2.3. Clause 1.4.1. of the Agreement shall be amended and replaced as follows:

"1.4.1. The share of the Authority from the Fees collected by the Concessionaire from the Vehicle Owners is of 20% (twenty percent) of the Selling Price of the Services, as provided for in the Table in Clause 1.3.1 above.

It is hereby agreed by the Parties that the Authority shall have the obligation to ensure that the Vehicle Compliance Rate is met according to the terms of the present Agreement, and shall take all necessary measures in this respect. And therefore, no compensation to be paid by SLRSA for not meeting volume targets or force major issues.

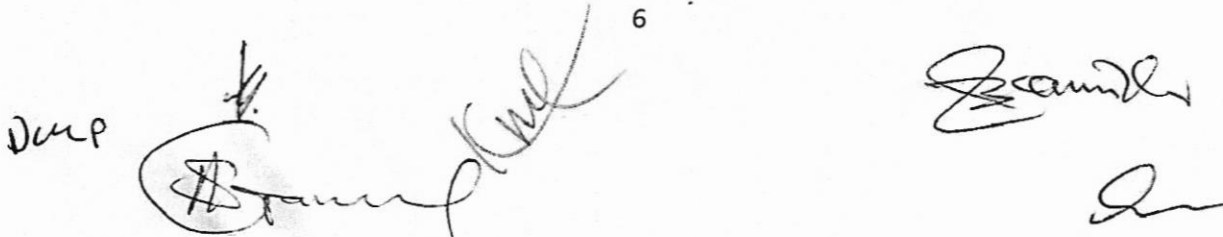
2.4. Clause 1.13 (i) of the Agreement shall be amended and replaced as follows:

"1.13(i) Provide land on lease basis (for new Stations only) for all sites in Sierra Leone."

2.5. Clause 2.1.3 of the Agreement shall be amended as follows:

"2.1.3. For the construction of new Stations as well as the infrastructure for the vehicle inspection services (in the existing Stations and new Stations) the Concessionaire shall commence the construction process within a period of ninety (90) days from (i) signing this Agreement for the existing

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Stations, or (ii) form delivery by the Authority of the required Land for construction and approval by the Concessionaire of the adequacy of such land, for the new Stations. The construction process shall be completed within a maximum period of three hundred and ten (310) days from the date of taking custody of each site. Failure for the Concessionaire to comply with foregoing schedules; except if such failure is due to any event beyond its control, or due to a default or fault by the Authority or the Third Party Independent Consultant not hired by the concessionaire, or any third party whatsoever; Authority may impose fines provided that it has proven that the delay is strictly attributable to the Concessionaire. Construction work shall be carried-out in accordance to the specifications and schedules provided in Annex 1."

- 2.6. Annex A of the present Addendum hereto shall replace Clause 10.5 "Cost Breakdown" of the Technical Proposal provided under Annex 1. to the Agreement.
- 2.7. Annex A - page 1 - Table I "LIST OF LANES FOR VEHICLE INSPECTION - PTI SERVICE" of the present Addendum hereto shall replace Clause 2.4.4 "PHYSICAL COUNT OF THE LANES" of the Technical Proposal provided under Annex 1 of the Agreement, which represent the five static stations and two mobile stations within the first four years, and the remaining four static stations and two mobile stations by the end of year 7 provided that the authority and the concessionaire will mutually agree on the remaining stations after year four based on the compliance rate stated in Annex A page 2.
- 2.8. The Authority and the Concessionaire shall agree to provide a sub-license to certified garages for the provision of the Inland Fitness Service (Periodical Technical Inspection) throughout the Territory.
- 2.9. Clause 1.1 of the Agreement shall be amended as follows:

This Agreement shall enter into force on the date of its signature shall remain in force for a period of Fifteen (15) years from the date of full operation of the first Station through the rendering of all Services to the public as provided for in the Agreement.

2.10. Staff employment and control:

It is hereby agreed between the authority and the concessionaire that the employees working in the fitness department will remain recruited by SLRSA and paid for by Autospect, and no employee will be laid off.

- 2.11. Clause 2.11 of this Addendum shall be added to clarify clause 3 of the Agreement (Scope of Service).
The Scope of Service will include the following:

- 2.11.1. Nine (9) Vehicle Inspection Stations
- 2.11.2. Four (4) Mobile Stations
- 2.11.3. Deployment of Vehicle Registration Card System (VRC)
- 2.11.4. Radio Frequency Identification (RFID)
- 2.11.5. Secured Registration Plates (SP)

3. General provisions

- 3.1. The provisions of the Agreement shall, save as amended and replaced by this Addendum, continue to be in full force and effect. Accordingly, this Addendum shall neither be construed as a novation or as having the effect of a novation of the Agreement or of the obligations resulting or deriving from the Agreement,



nor affect, any undertakings, obligations or rights whatsoever, presently granted or to be granted in the future under the Agreement.

3.2. This Addendum forms an integral part of the Agreement and together, the Agreement and this Addendum shall form one entire and indivisible agreement, and shall reflect the understanding of the Parties in respect of the subject matter.

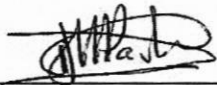
3.3. In case of any discrepancy between the provisions of the Agreement and those of the present Addendum, the provisions of the present Addendum shall prevail.

3.4. The signed term sheet dated 10/12/2018 shall form part of this addendum as Annex B.

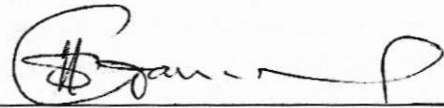
IN WITNESS WHEREOF, this Addendum has been executed on the Effective Date by the Parties.

For and on behalf of **THE GOVERNMENT OF THE
REPUBLIC OF SIERRA LEONE, ACTING BY THE
MINISTRY OF TRANSPORT AND AVIATION**

Witness



Mr. David Panda-Noah



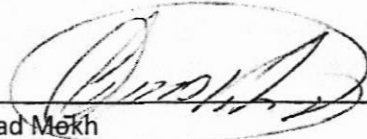
Mr. Sama Gamanga

For and on behalf of **THE SIERRA LEONE ROAD
SAFETY AUTHORITY**

Witness



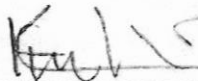
Mr. Muhiddine Itani



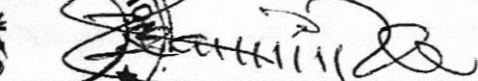
Iyad Mekh

For and on behalf of **AUTOSPECT LTD.**

Witness



Mr. Kabineh M. Kallon



Mr. Brima Kebbie

For and on behalf of **THE MINISTRY OF TRANSPORT
AND AVIATION**

