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DATED 17th February 2012

- (1) SIERRA LEONE AIRPORTS AUTHORITY
- (2) WESTMINSTER AVIATION SECURITY SERVICES LIMITED

PROVISION OF AIRPORT SECURITY
SERVICES TO SIERRA LEONE
AIRPORTS AUTHORITY

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THIS AGREEMENT is dated

17th February

2012

BETWEEN:

- (1) **SIERRA LEONE AIRPORTS AUTHORITY** a body corporate established by the Airports Authority Act, ACT NO. 8 of 1988 whose registered office is located at No. 15 Rawdon Street, Freetown, Sierra Leone, and acts under the oversight and mandate of the National Commission for Privatisation in accordance with the National Commission for Privatisation Act, 2002 of Sierra Leone (the "SLAA").
- (2) **WESTMINSTER AVIATION SECURITY SERVICES LIMITED** incorporated and registered in England and Wales with company number 04030072 and a wholly owned subsidiary of **WESTMINSTER INTERNATIONAL LTD** whose registered office is at Westminster House, Blacklocks Hill, Banbury, Oxfordshire, OX17 2BS, United Kingdom ("**Westminster**");

WHEREAS:

- A. SLAA is responsible for the administration and operation of the Freetown International Airport (FNA) including the security services at the Airport.
- B. SLAA wishes to ensure that there is in place an adequate and first-rate airport security operation which meets agreed international standards.
- C. SLAA has decided to outsource the above security services to a third party and undertook a competitive tender on the 26th August 2011 to find an appropriate provider.
- D. On 18th November 2011, as a result of the competitive bid process referred to above Westminster emerged as the successful bidder and has been awarded the contract for the provision of certain security services at the Airport on the terms and conditions set out below.
- E. For the purposes of the Agreement, the Westminster has formed Westminster Sierra Leone, as a special purpose company and has registered it in Sierra Leone;
- F. Westminster has agreed to provide the Services on the terms set out below.
- G. The parties agree that the regulator of this Agreement will be the Sierra Leone Civil Aviation Authority (the "SLCAA") and its components.

AGREED TERMS:

1. Interpretation

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

Act of Terrorism

any act including, but not limited to, the use or threat of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear;

Agreement

means this Security Agreement (including all Schedules attached hereto), as amended or supplemented from time to time.



Airlines	the various airline carriers (whether domestic or international and whether private charter or otherwise) who use FNA for the transport of Passengers at any time during the duration of this Agreement.
Airline Agreements	the agreements between SLAA and the Airlines in respect of their operations at FNA.
Airline Fees	all fees paid by the Airlines to the SLAA pursuant to the Airline Agreements.
Applicable Law	means any law including any law, statute, order, decree, injunction, license, permit, consent, approval, agreement or regulation of any Governmental Authority having jurisdiction over the matter in question, or other legislative or administrative action of a Governmental Authority, or a final decree, judgment or order of a court which relates to the Airport, the Operations or the interpretation or application of this Agreement, as the case may be, including without limitation the Act.
Biological or Chemical Contamination	contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances;
Cargo and/or Freight	Import Cargo/Freight and/or Export Cargo/Freight as the case may be.
Commencement Date	1 May 2012.
Current Equipment	the equipment and/or fixed assets used by or on behalf of the SLAA for the provision of security services at the Airport as at the date of this Agreement.
Equipment	any equipment including perimeter fencing, CCTV surveillance, access control equipment, communication systems, explosive and narcotic detection, airfield detection and surveillance systems, baggage, cargo and people scanning systems, provided by Westminster or its subcontractors and used directly or indirectly in the supply of the Services.
Excluded Services	such services and/or operations not covered in Schedule A including without limit the specific services/obligations detailed in Schedule B.
Export Cargo/Freight	export goods or freight air lifted out of the FNA.
FNA or Airport	all terminals, infrastructures, installations and facilities (including the perimeter fence) within airside and landside of the Freetown International Airport in Sierra Leone.



Fair Market Value	the value for the Equipment being either the current write down value on the Westminster accounts or the open market value for such Equipment (whichever is the higher).
Fixed Assets	such fixed assets as Westminster may purchase during this Agreement for the purpose of carrying out the Security Services.
Hijacking	any unlawful seizure or wrongful exercise or control, by the use or threat of force or violence, of an aircraft (or the crew thereof);
Import Cargo/Freight	import goods or freight air lifted into FNA.
Input Material	all documents, information and materials provided by SLAA relating to the Services, including computer programs, data, reports, risk analysis, security information and specifications.
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Office Space	the office space identified by SLAA and agreed by Westminster and rented to Westminster for its exclusive use for the purpose of allowing Westminster to conduct its obligations under this Agreement.
Passenger(s)	an individual using an Airline to embark or depart from the FNA and for the avoidance of doubt including Transiting Passengers.
Pre-Contract Deployment Team	the team identified and deployed by Westminster to carry out the Transition Services during the Transition Period.
Project Plan	the detailed plan describing the Services and setting out the estimated timetable (including estimated milestones) and responsibilities for the provision of the Services agreed in accordance with clause 3 and an initial draft set out in Schedule C.



Security Fee	the sum of US \$39 per Passenger as amended pursuant to clause 9.
Security Services	the services (excluding the Excluded Services) to be provided by Westminster under this Agreement as set out in Schedule A Part 2 together with such other services as Westminster may agree to provide in writing from time to time
Services	the Security Services and the Transition Services.
SLAA Equipment	any equipment, systems, cabling or facilities provided by the SLAA and used directly or indirectly in the supply of the Services except those equipment sold to Westminster by SLAA or such equipment wholly managed and operated by Westminster in the provision of the Services.
SLAA Manager	the manager appointed by SLAA in accordance with clause 5.1.
SLAA Responsibilities	notwithstanding the general obligations under this Agreement, the specific responsibilities to be undertaken by SLAA as set out in Schedule D.
Supervisory Committee	the committee established pursuant to this Agreement to monitor and report on the performance of Westminster.
Goods and Services Tax	any applicable goods and services sales tax including without limit duty tax.
Transiting Passengers	passengers travelling from one airport to another airport via FNA.
Transition Services	the services to be undertaken without charge by Westminster during the Transition Period as more particularly set out in Schedule A Part 1 (Transition Services).
Transition Period	the period from the 1 st March 2012 to (and including) 30 th April 2012.
Westminster Manager	the manager appointed by Westminster in accordance with clause 4.7.
WSL	Westminster Sierra Leone, being the company set up by Westminster under and pursuant to the laws of Sierra Leone and owned as at the Commencement Date, 40% by Westminster and 60% by private business entities or persons of good standing within Sierra Leone.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.



- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.5. Words in the singular shall include the plural and vice versa.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7. A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8. Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9. Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.10. References to clauses and schedules are to the clauses and schedules of this Agreement.

2. Commencement and Duration

- 2.1. The SLAA appoints Westminster as its exclusive provider to carry out the Services in accordance with this Agreement.
- 2.2. Westminster will provide the Services to the SLAA in accordance with the Project Plan.
- 2.3. Subject to clause 2.4 and clause 13, the Security Services shall continue to be supplied for a period of 15 years from the Commencement Date. Westminster shall provide the Transition Services during the Transition Period.
- 2.4. Either party shall be entitled to terminate this Agreement at the end of 8 years from the Commencement Date ("**Longstop Date**") provided that no less than 6 months notice has been given to the other prior to the Longstop Date.

3. Project Plan

- 3.1. The proposed Project Plan is laid out in Schedule C and is designed to have an immediate impact and rapidly increase security at FNA and shall be undertaken in the following manner:
 - 3.1.1. upon signing this Agreement, Westminster will commence with the Transition Services in accordance with Schedule A Part 1;
 - 3.1.2. the SLAA shall promptly provide Westminster with access to such Input Material, site access and employee access as Westminster reasonably requires in order to carry out the Transition Services;
 - 3.1.3. upon completion of the Transition Services, Westminster shall provide to the SLAA a revised (if necessary) Project Plan setting out its proposals, requirements and next steps for the implementation of the Security Services.





4. Westminster's obligations

- 4.1. Westminster shall use its reasonable endeavours to provide the Transition Services in accordance with Schedule A Part 1 and the Security Services in accordance with the Project Plan.
- 4.2. Westminster shall work to the performance dates or milestones specified in the Project Plan, providing performance is not unreasonably delayed or hindered by the SLAA or others beyond the control of Westminster. Any date or period mentioned in this agreement for performance or milestones in the project plan may be extended with the SLAA's consent which will not be unreasonably withheld.
- 4.3. Upon execution of this Agreement and subject to Applicable Laws, the individuals employed by SLAA as at the Commencement Date for the provision of Security Services at the FNA will be made redundant (the "**Employees**") having been given adequate prior notice and properly informed of their rights and limitations and will (subject to Applicable Laws, the Employees accepting the same and subject to the reminder of this clause) be recruited by Westminster. Westminster and the SLAA will work together on this matter to ensure least disruption to operations and least distress to the Employees. The SLAA shall provide Westminster with such information as Westminster requires in order to ascertain the terms, suitability and experience of the Employees. Westminster shall for the duration of the Agreement provide adequate training for the Employees and any new staff recruited for WSL in order to allow them to undertake their roles as effectively as possible. In addition should the Agreement continue past the break clause Westminster shall (subject to Applicable Laws) employ at least two Sierra Leoneans in senior positions within WSL to prepare for succession planning.
- 4.4. The SLAA acknowledge and accept that:
- 4.4.1. the recruitment of Employees will be subject to a probation period set by Westminster and that continuation of employment will be dependent on Westminster being satisfied as the suitability and experience of the Employee and being able to agree suitable terms with such Employee;
- 4.4.2. Westminster will not be responsible for any arrears or compensation that may be due to the Employees relating to their employment with SLAA and the SLAA will fully and effectively indemnify Westminster against any claim, cost, damage or expense incurred by Westminster as a consequence of a claim by an Employee relating to any matter arising prior to his/her appointment by Westminster and/or arising from the transfer of such Employee to Westminster.
- 4.5. Westminster shall (unless otherwise agreed):
- 4.5.1. for the duration of this Agreement, maintain the following insurance:
- | | |
|----------------------|----------------|
| Public Liability: | US\$15,000,000 |
| Product Liability: | US\$15,000,000 |
| Employers Liability: | US\$15,000,000 |
- Westminster shall provide copies of such insurance to the SLAA forthwith upon request;
- 4.5.2. be responsible for operating, maintaining and insuring the Equipment and such Current Equipment as Westminster purchase pursuant to clause 8;
- 4.5.3. pay to the SLAA such rent and for such period as the parties agree in respect of the Office Space. The exact area required and available for the Office Space and the rent to be paid will be as agreed during the



Transition Period once a full analysis of the operational requirements have been undertaken. The area and rent payable will be agreed between the parties before the Commencement Date and will be in line with the average rate of rent charged by the SLAA for similar office space at the FNA.


- 4.5.4. pay to the SLAA electricity and water charges used for the Office Space which the SLAA shall invoice Westminster quarterly in arrears based upon the actual measured level of usage by Westminster and the SLAA's prevailing rates which will be no more than the average utility charge for electricity or water charged by the SLAA to other users at the FNA or in the absence of any other user then the rate charged will be at the same unit rate the SLAA pay for their electricity and water.
- 4.6. Westminster shall appoint the Westminster Manager who shall have authority contractually to bind Westminster on all matters relating to the Services. Westminster shall use reasonable endeavours to ensure that the same person acts as the Westminster Manager throughout the term of this Agreement, but may replace him from time to time where reasonably necessary in the interests of the Westminster business.
- 4.7. Westminster shall not, without the prior written consent of the SLAA, at any time from the date of this Agreement to the expiry of 24 months after the termination of this Agreement, solicit or entice away from the SLAA or employ or attempt to employ any person who is, or has been materially, engaged as an employee, consultant or subcontractor of the SLAA for the purposes of working with Westminster pursuant to this Agreement.

5. SLAA's obligations

5.1. SLAA shall:

- 5.1.1. co-operate with Westminster in all matters relating to the Services and appoint the SLAA Manager in relation to the Services, who shall have the authority contractually to bind SLAA on matters relating to the Services;
- 5.1.2. provide, for Westminster, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the FNA for the purpose of carrying out the Services;
- 5.1.3. notify Westminster immediately of any matter which will or is likely to impact on the provision of the Services including without out limit any potential disruption at the FNA, any terrorism threat, any threat to the health & safety of WSL and/or Westminster staff (whether biological or otherwise), the potential or actual import and/or export of illegal produce and/or drugs together with any intelligence relating to the same;
- 5.1.4. provide, in a timely manner, such Input Material and other information as Westminster may require, and ensure that it is accurate in all material respects;
- 5.1.5. be responsible (at its own cost) for preparing and maintaining the FNA for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from the FNA in accordance with all Applicable laws, before and during the supply of the Services;
- 5.1.6. inform Westminster of all health and safety rules and regulations and any other reasonable security requirements that apply at the FNA;
- 5.1.7. ensure that all SLAA Equipment is in good working order and suitable for



- the purposes for which it is used in relation to the Services and conforms to all relevant Sierra Leone standards or requirements;
- 5.1.8. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Input Material and use of the SLAA Equipment;
 - 5.1.9. provide Westminster with all necessary assistance and advice in enabling Westminster to procure all necessary licences and consents it requires to provide the Services;
 - 5.1.10. procure that the import of any goods and/or equipment by WSL and/or Westminster in respect of this Agreement are imported into Sierra Leone free of any import duty or Sales Tax. The SLAA shall use best endeavours to assist Westminster and/or WSL in making any relevant submissions to achieve exemption from such taxes. The SLAA agrees that in the event that exemption is not achieved and import duty or Goods and Services Tax is payable on any goods and/or equipment in respect of this Agreement then the Security Fee will have to be immediately increased to cover the cost or alternatively the Project Plan adjusted to extend implementation;
 - 5.1.11. take whatever steps are necessary to ensure that the Security Fees are paid to Westminster in accordance with clause 5.2;
 - 5.1.12. carry out the SLAA Responsibilities;
 - 5.1.13. save in respect of the SLAA Equipment purchased by Westminster pursuant to clause 8, keep, maintain and insure the SLAA Equipment in good condition and shall not dispose of or use the SLAA Equipment other than in accordance with Westminster's agreement or after giving adequate written notice to Westminster and always provided any such action does not have a detrimental impact on security of FNA or the Services.
- 5.2. In addition to the general provisions set out above, the SLAA shall forthwith upon execution of this Agreement, give notice to the Airlines to include the Security Fee in their air ticket price payable by Passengers and procure that the Airlines execute an irrevocable contract by 30th March 2012 (for the duration of this Agreement) in a form agreed by Westminster requiring the Airline to pay all Security Fees monthly to Westminster from the Commencement Date. The SLAA will reduce the Airline Fees to take account of the Security Fee being paid separately.
- 5.3. If Westminster's performance of its obligations under this Agreement is prevented or delayed by any act or omission of SLAA, its agents, subcontractors, consultants or employees, Westminster shall not be liable for any claim, costs, damage or expense sustained or incurred by SLAA or others that arise directly or indirectly from such prevention or delay.
- 5.4. The SLAA shall not, without the prior written consent of Westminster, at any time from the date of this Agreement to the expiry of 24 months after the termination of this Agreement, solicit or entice away from Westminster or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Westminster in the provision of the Services.
- 5.5. The SLAA warrants and confirms that:
- 5.5.1. Westminster can freely carry out the entire activities granted under this Agreement, in compliance with laws and regulations of Sierra Leone, within airport operating rules and standards satisfied by international airports and obligations under this Agreement;
- 



- 5.5.2. it will take any and all measures for the smooth transition of the operation of granted services. In addition, the SLAA guarantees to Westminster that it remains free of any obligation or undertaking liability which may arise in connection with the operation of activity before the Commencement Date;
 - 5.5.3. it shall not interfere in the management of Westminster;
 - 5.5.4. it will take all necessary measures to maintain infrastructures and facilities delivered to Westminster to carry out its business.
 - 5.5.5. it will make the Office Space exclusively available for use by Westminster and shall grant Westminster (and such persons as it may require) all necessary access rights and permissions to enable Westminster to fully utilise such Office Space. Westminster shall be entitled to terminate the use of the Office Space on no less than 1 months notice and the SLAA shall give no less than 6 months notice;
 - 5.5.6. it will make available to Westminster all premises, offices, warehouse, parking, garage, VIP and business lounges, storage container zone, ramp equipment, checking and boarding zone;
 - 5.5.7. it will carry out its obligations under this Agreement in a timely and professional manner and in accordance with good industry practice;
 - 5.5.8. it will facilitate accommodation dedicated to expatriates on the FNA area.
- 5.6 The SLAA acknowledge and accept that personnel provided by Westminster and/or WSL will be unarmed and that the provision of armed security will be the responsibility of the Police and / or the State Security Services. Should the SLAA require Westminster to provide armed guards then this will be dealt with in accordance clause 7.

6. Monitoring

- 6.1. The SLCAA representative, the SLAA Manager and the Westminster Manager shall meet at least once every three months to discuss matters relating to the Services.
- 6.2. The SLAA shall procure that a representative of the Supervisory Committee meets with the Westminster Manager regularly throughout the duration of the Agreement ("**regularly**" being no less than once every month) for the purpose of reviewing and discussing Westminster's performance under the Agreement and to undertake general security briefings on a case by case basis. Westminster undertake to present at such meetings general security briefings on a case by case basis, and to promptly compile and circularise minutes of the proceedings of the meetings to the Supervising Committee members
- 6.3. In the event that the Supervisory Committee identify any concern with the performance of Westminster pursuant to this Agreement then it shall notify Westminster as soon as reasonably possible of the same in writing ("**Rectification Notice**"). Such notice shall set out:
 - 6.3.1. the area of concern;
 - 6.3.2. the obligation under the Agreement which the SLAA believes Westminster are not complying with;
 - 6.3.3. any evidence to support such concern.
- 6.4. If Westminster:
 - 6.4.1. accept the provisions set out in the Rectification Notice then it will notify the Supervisory Committee within 7 days of receiving the same of its



acceptance and will within a further 7 days provide the Supervisory Committee with an explanation for the reasons for such failure and its proposal for rectifying the same going forward (the "Proposal");

- 6.4.2. do not accept the provisions set out in the Rectification Notice then it will notify the Supervisory Committee within 7 days of receiving the same including the reasons for its view that the Rectification Notice is not accepted.
- 6.5. If Westminster notify the Supervisory Committee pursuant to clause 6.4.1 then SLAA will procure that the Supervisory Committee notifies Westminster as soon as reasonably possible after receiving the Proposal (being no more than 7 days) if it is satisfied with the Proposal. If the Supervisory Committee is satisfied with the Proposal or fails to respond within the time frame set out above then Westminster shall proceed and implement its recommendations in the Proposal and SLAA will provide such reasonable assistance as Westminster identified in the Proposal. If the Supervisory Committee disagree with the Proposal then it shall notify Westminster within 7 days of receiving Proposal of such rejection and the provisions of clause 6.6 shall apply.
- 6.6. If Westminster notify the Supervisory Committee pursuant to clause 6.4.2 then the SLAA shall procure that the Supervisory Committee meets with Westminster as soon as reasonably possible to discuss the same. If the parties reach agreement on a revised Proposal then the provisions of the last sentence of clause 6.5 shall apply. If the parties are unable to agree a revised Proposal then the provisions of clause 23 shall apply.
- 6.7. In the event that Westminster having agreed the Proposal with the Supervisory Committee fails to meet the provisions of the Proposal (other than as a consequence of any act or omission of the SLAA) within the agreed time frame then the SLAA shall be entitled to charge Westminster a penalty charge equivalent to 10% of the daily revenue for each day Westminster remains in default of the provisions of the Proposal. Should Westminster remain in default for longer than 90 days then the SLAA shall be entitled to treat such failure as a material breach and the provisions of clause 13.2.2 shall apply.

7. Change Control

- 7.1. If either party requests a change to the scope or execution of the Services, Westminster shall, within a reasonable time, provide a written estimate to the SLAA of:
- 7.1.1. the likely time required to implement the change;
 - 7.1.2. any necessary variations to Westminster's charges arising from the change;
 - 7.1.3. the likely effect of the change on the Project Plan; and
 - 7.1.4. any other impact of the change on this Agreement.
- 7.2. If the SLAA wishes Westminster to proceed with the change, Westminster has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the Project Plan and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with clause 15.
- 7.3. Notwithstanding the above, Westminster may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope



of, or the charges for the Services. If Westminster requests a change to the scope of the Services for any other reason, the SLAA shall not unreasonably withhold or delay consent to it.

- 7.4. Westminster may charge for the time it spends assessing a request for change from the SLAA on its then current time and materials charges.

8. Current Equipment and New Equipment

- 8.1 SLAA shall review all Current Equipment and shall provide details of the same to Westminster by no later than 30 March 2012. Such details to include as a minimum a description including make and model of the Current Equipment and its approximate age and condition and its proposed current value. The SLAA will allow Westminster access to and free use of the Current Equipment from the date of provision of details under this clause 8.1 until resolution under clause 8.5
- 8.2 Upon receipt of the information pursuant to clause 8.1, Westminster shall review such information and shall liaise with the SLAA in so far as any additional information Westminster requires. The SLAA shall provide Westminster with such additional information (including without limit providing Westminster with access to the Current Equipment) as Westminster requires in order to enable Westminster to assess the suitability and value of such Current Equipment.
- 8.3 Within 30 days of receiving the information pursuant to clause 8.1, Westminster shall notify the SLAA of what Current Equipment it wishes to purchase from the SLAA and the proposed price for the same (the "Offer").
- 8.4 The SLAA shall notify Westminster within 14 days of receiving the proposal set out in clause 8.3 of any objection it has in respect of the same.
- 8.5 In the event that the parties:
- 8.5.1 agree to the Offer (or the SLAA fails to respond in accordance with clause 8.4), then Westminster shall pay the proposed amount set out in the Offer to the SLAA within 14 days and the SLAA shall with full title guarantee and without encumbrance or restriction transfer ownership of the same to Westminster;
- 8.5.2 are unable to agree to the Offer, then the parties shall meet as soon as reasonably possible thereafter to discuss the same and (if possible) agree to a revised Offer. The provisions of clause 8.5.1 shall apply to any revised Offer. In the event that the parties are unable to agree following such meeting then the provisions of clause 23 shall apply.
- 8.6 SLAA shall be responsible for insuring the Current Equipment prior to the transfer pursuant to clause 8.5.1. Westminster shall be responsible for insuring the Current Equipment after transfer pursuant to clause 8.5.1.
- 8.7 Westminster will be responsible for the provision, installation, maintenance and insurance of all equipment to be supplied under this Agreement.
- 8.8 Westminster shall ensure that all security equipment purchased by it (other than the Current Equipment) will be new and will comply with all necessary international standards (which shall be no less than that required by the International Civil Aviation Organisation).
- 8.9 For the avoidance of doubt all new security equipment or security services required at FNA outside of the original scope of this Agreement will be procured exclusively via Westminster under separate agreement.





9. Charges and payment

- 9.1. In consideration of the provision of the Services Westminster will issue an invoice for the Security Fee to the Airlines at the end of each month relating to the number of Passengers of each Airline during that month and the SLAA shall procure that the Airlines pay the Security Fee monthly to Westminster. Notwithstanding that it is the Airlines that will pay the Fee, the SLAA will ensure the enforcement of this through the application of appropriate sanctions against defaulting Airlines including, where required, removal of take-off rights.
- 9.2. It is agreed that nothing in this Agreement prevents Westminster from increasing its Security Fee or raising a separate charge to any individual Airline should that Airline request additional equipment or services. Westminster will keep the SLAA informed of any such change.
- 9.3. Subject to the remainder of this clause, the parties agree that they will promptly meet to discuss and review the Security Fee annually from the third anniversary following the Commencement Date (the "**Review Date**"). At the Review Date should the annual Passenger volumes have increased by a significant amount, above 50% of the current annual Passenger volume at the date of this Agreement, the Security Fee will be re-negotiated downwards and if the Passenger volumes have decreased by a significant amount, below 50% of the current annual Passenger volume at the date of the Agreement the Security Fee will be re-negotiated upwards. The SLAA shall give due and careful consideration to any comments or concerns raised by Westminster but subject to the remainder of this clause shall have the final decision on any Security Fee increase. Notwithstanding the previous sentences, the minimum annual increase of the Security Fee shall be at the annualised rate of change taken from the most recently published Consumer Price Index (CPI).
- 9.4. The parties agree that Westminster will provide security to the cargo terminal and will provide scanning of Cargo and/or Freight with the Current Equipment and at current volumes at no additional charge. Should the volume of Cargo and/or Freight exceed 25% of the current per kilo volume at the date of this Agreement (the "**Starting Level**") or should the airlines request additional or specific screening requirements or new equipment be required then Westminster will be entitled to an additional payment (the "**Additional Payment**") from the airlines for such service. The Additional Payment will be subject to agreement and based on the volume of Cargo and/or Freight involved or the specific service requested. Volume rates shall for the purpose of this clause be considered to have increased if the volume of Cargo and/or Freight pro-rata over any 6 month period exceeds the Starting Level by 25%. For the avoidance of doubt, the trigger of an Additional Payment will be on all Cargo and/or Freight and not just the excess above the Starting Level.
- 9.5. The SLAA shall ensure that the Airlines are responsible for payment of the Additional Payment. In the event of any failure or refusal by the Airlines to pay the Additional Payment then the SLAA shall provide all reasonable co-operation and assistance with Westminster to recover the same from the defaulting airline including sanctions as per clause 9.1
- 9.6. Notwithstanding the above, if any airline fails to pay Westminster on the due date, Westminster may:
 - 9.6.1. charge interest on such sum from the due date for payment at the annual rate of 3% above the base rate from time to time of Royal Bank of Scotland Plc, accruing on a daily basis until payment is made, whether before or after any judgment; and
 - 9.6.2. suspend all Services relating to the defaulting airline if payment remains

unpaid for a period of three months until payment has been made in full.

- 9.7. All sums payable to Westminster under this Agreement shall become due immediately on its termination, despite any other provision. This clause 9.7 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

10. Intellectual property rights

- 10.1. As between the SLAA and Westminster, all Intellectual Property Rights in any materials shall be owned by the party providing the same. Neither party shall use the Intellectual Property Rights of the other otherwise than in accordance with and for the purpose of carrying out its obligations under this Agreement.

11. Confidentiality

- 11.1. Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the other, its employees, officers, representatives, advisers, agents or subcontractors and any other confidential information concerning the disclosing party's business or its products which they may obtain.
- 11.2. The parties may disclose such information:
- 11.2.1. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out its respective obligations under this Agreement; and
 - 11.2.2. as may be required by law, court order or any governmental or regulatory authority including National Commission for Privatisation.
- 11.3. Westminster shall be entitled to disclose such information to the WSL for the purpose of enabling WSL to carry out its obligations for Westminster.
- 11.4. The receiving party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 11.
- 11.5. Neither party shall use any such information for any purpose other than to perform its obligations under this Agreement.
- 11.6. All materials, equipment and tools, drawings, specifications and data supplied by the disclosing party shall, at all times, be and remain the exclusive property of the disclosing party, but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition by the receiving party until returned to the disclosing party, and shall not be disposed of or used other than in accordance with the disclosing party's written instructions or authorisation.

12. Limitation of liability

- 12.1. This clause 12 sets out the entire liability of Westminster (including any liability for the acts or omissions of its employees, officers, representatives, advisers, agents or subcontractors) to the SLAA in respect of:
- 12.1.1. any breach of this Agreement however arising;
 - 12.1.2. any use made by the SLAA of the Services; and
 - 12.1.3. any representation, statement or tortuous act or omission (including

negligence) arising under or in connection with this Agreement.

- 12.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 12.3. Nothing in this Agreement limits or excludes the liability of Westminster for:
 - 12.3.1. death or personal injury resulting from negligence; or
 - 12.3.2. any damage or liability incurred by SLAA as a result of fraud or fraudulent misrepresentation by Westminster.
- 12.4. Subject to clause 12.2 and clause 12.3:
 - 12.4.1. Westminster shall not under any circumstances whatever be liable for:
 - 12.4.1.1. loss of profits; or
 - 12.4.1.2. loss of business; or
 - 12.4.1.3. depletion of goodwill and/or similar losses; or
 - 12.4.1.4. loss of anticipated savings; or
 - 12.4.1.5. loss of goods; or
 - 12.4.1.6. loss of contract; or
 - 12.4.1.7. loss of use; or
 - 12.4.1.8. loss or corruption of data or information; or
 - 12.4.1.9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 12.4.2. Save as prohibited by law, Westminster shall in no event be obligated to compensate or indemnify the SLAA other than in respect of any loss or damage suffered by the SLAA as a direct result of any material breach by Westminster of its contractual obligations in connection with the provision of the Security Services. The total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to an aggregate of US \$4,000,000;
 - 12.4.3. Westminster will not be liable in any way whatsoever for any loss, injury, damage, cost or expense of whatsoever nature if the SLAA is in breach of its obligations under the Agreement, where such breach is the major cause of such loss, injury, damage, cost or expense;
 - 12.4.4. any claim or legal proceedings against Westminster arising in connection with the provision of the Security Services must be brought within twelve months from the date on which the SLAA first becomes aware, or ought reasonably to have become aware, of the facts which give rise to any such claim or legal proceedings. If the SLAA has failed to notify Westminster of a claim within the said time limits, Westminster shall not be liable to pay any compensation whatsoever relating to such claim;
 - 12.4.5. Westminster will not be liable in any way whatsoever for any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, Biological or Chemical Contamination or any Hijacking or any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism, Biological or Chemical Contamination or any Hijacking;
- 12.5. Notwithstanding anything to the contrary in this Agreement, the SLAA acknowledge

and accept that Westminster shall not be responsible for and/or liable for any loss, damage, claim or expense incurred by the SLAA or otherwise in respect of:

- 12.5.1 the movement, transfer, storage or safety of any Cargo and/or Freight from or to any x-ray scanners;
 - 12.5.2 ascertaining the legal status, duties or regulatory requirements relating to Cargo and/or Freight;
 - 12.5.3 any claim or demand arising by the Airlines, the FNA or any other third party from any incident or accident (including any explosion, fire, theft, threats, terrorism or acts of violence).
- 12.6 The parties acknowledge and accept that notwithstanding anything to the contrary in this Agreement, Westminster cannot and do not provide any absolute assurance, warranty or representation as to the security and safety of the FNA (including all equipment and machinery situated at the FNA), the staff working at the same, any Airline and/or any Passenger. Whilst Westminster will take all reasonable steps to comply with its obligations under this Agreement, the SLAA will ensure that it has in place adequate insurance against any claim arising from a security risk and/or breach and will take all reasonable steps to ensure the continual diligence, professionalism and co-operation of all personnel at the FNA in mitigating and/or avoiding security risks/breaches.
- 12.7 The SLAA acknowledge and accept that Westminster have no contractual liability to the Airlines for any operations or liabilities relating to its aircraft, passengers or cargo whilst the aircraft are on the tarmac or in the air.

13. Termination

- 13.1. Subject to the remainder of this clause, this Agreement shall terminate automatically on completion of the term set out in clause 2.3.
- 13.2. Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other on giving notice to the other if:
- 13.2.1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default more than 90 days after being notified in writing to make such payment; or
 - 13.2.2. the other party commits a material breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 13.2.3. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - 13.2.4. the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or [(being a company) is deemed unable to pay its debts; or
 - 13.2.5. the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent

reconstruction of that other party; or

- 13.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - 13.2.7. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
 - 13.2.8. a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
 - 13.2.9. a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
 - 13.2.10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [14] days; or
 - 13.2.11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
 - 13.2.12. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.3. The parties acknowledge and agree that any breach of clauses 5 and 9 shall constitute a material breach for the purposes of this clause 13
- 13.4. On termination of this Agreement for any reason:
- 13.4.1. the SLAA shall immediately pay to Westminster all of Westminster's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Westminster may submit an invoice, which shall be payable immediately on receipt;
 - 13.4.2. the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
 - 13.4.3. the SLAA will purchase the Equipment from Westminster at a price to be agreed or in the absence of agreement at Fair Market Value. Such payment to be made within 60 days of termination;
 - 13.4.4. the SLAA shall indemnify Westminster against any cost, claim, damage or expense incurred by Westminster as a consequence of any claim by an employee of Westminster and/or WSL for their loss of employment arising (directly or indirectly) from the termination of this Agreement;
 - 13.4.5. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Force majeure

- 14.1. A party, provided that it has complied with the provisions of clause 14.3, shall not be

in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:

- 14.1.1. acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - 14.1.2. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - 14.1.3. Act of Terrorism, Hijacking, civil war, civil commotion or riots;
 - 14.1.4. nuclear, Chemical or Biological Contamination or sonic boom;
 - 14.1.5. compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
 - 14.1.6. fire, explosion or accidental damage;
 - 14.1.7. loss at sea;
 - 14.1.8. extreme adverse weather conditions;
 - 14.1.9. collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
 - 14.1.10. any labour dispute, including but not limited to strikes, industrial action or lockouts that is not due to the breach of any labour agreement by the Party claiming Force Majeure; and
 - 14.1.11. interruption or failure of utility service, including but not limited to electric power, gas or water.
- 14.2. The corresponding obligations of the other party will be suspended to the same extent.
- 14.3. Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that it:
- 14.3.1. promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 14.3.2. could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 14.3.3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 14.4. Disputing Notice. If the recipient of a notice given under Clause 14.3.1 disputes that an event of Force Majeure has occurred or the effect of such event of Force Majeure, it shall give written notice to the party claiming Force Majeure within fourteen (14) days of the notice given under Clause 14.3.1 stating the grounds on which it disputes such claim and, if neither the notice under Clause 14.3.1 nor this notice under Clause 14.4 has been withdrawn within fourteen (14) days of the date of the notice under this Clause 14.4 the Parties shall deal with the matter as a Dispute.
- 14.5. If the Force Majeure Event prevails for a continuous period of more than 3 months, the parties shall enter into discussions in order to agree on a mutually satisfactory solution. If the parties fail to reach a mutually satisfactory solution within thirty (30)

days of the commencement of discussions either party may terminate this Agreement by giving 30 days' written notice to all the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

15. Variation

Subject to the above, no variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Waiver

- 16.1. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 16.2. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

17. Severance

- 17.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 17.2. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

18. Entire Agreement

- 18.1. This Agreement and any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.
- 18.2. Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement or those documents (whether made innocently or negligently) shall be for breach of contract.
- 18.3. Nothing in this clause shall limit or exclude any liability for fraud.



19. Assignment

- 19.1. SLAA shall not, without the prior written consent (such consent not to be unreasonably withheld or delayed) of Westminster, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.2. Westminster shall not, without the prior written consent (such consent not to be unreasonably withheld or delayed) of the SLAA, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 19.3. For the avoidance of doubt, SLAA acknowledges and agrees to Westminster assigning and/or subcontracting such obligations under this Agreement as Westminster deems necessary to WSL.

20. No partnership or agency

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Rights of third parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

22. Notices

- 22.1. A notice given to a party under or in connection with this Agreement shall be:
- 22.1.1. in writing in English (or accompanied by a properly prepared translation into English);
 - 22.1.2. signed by or on behalf of the party giving it or if by email from the persons work account;
 - 22.1.3. sent for the attention of the person, at the address or fax number specified in this clause (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and
 - 22.1.4. shall be:
 - 22.1.4.1. delivered personally; or
 - 22.1.4.2. sent by commercial courier; or
 - 22.1.4.3. sent by fax; or
 - 22.1.4.4. sent by pre-paid first-class post or recorded delivery; or
 - 22.1.4.5. sent by email to designated accounts only; or
 - 22.1.4.6. sent by airmail requiring signature on delivery.
- 22.2. The addresses for service of a notice or other communication are as follows:
- 22.2.1. Westminster:

- 22.2.1.1. address: Westminster House, Blacklocks Hill, Banbury, Oxfordshire, OX17 2BS, United Kingdom.
 - 22.2.1.2. for the attention of: Operations Director
 - 22.2.1.3. email: fna@wg-plc.com
 - 22.2.1.4. fax number: +44 1295 756302.
- 22.2.2. SLAA:
 - 22.2.2.1. address: 15 Rawdon Street, Freetown, Sierra Leone
 - 22.2.2.2. for the attention of: The General Manager
 - 22.2.2.3. email: bdl_mansaray@yahoo.co.uk
 - 22.2.2.4. fax number: +232 22 228133
- 22.3. If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows, if:
 - 22.3.1. delivered personally, at the time of delivery; or
 - 22.3.2. delivered by commercial courier, at the time of signature of the courier's receipt; or
 - 22.3.3. sent by fax, at the time of transmission; or
 - 22.3.4. sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or
 - 22.3.5. sent by email then 2 hours after it is sent; or
 - 22.3.6. sent by airmail, five days from the date of posting.
- 22.4. For the purposes of this clause:
 - 22.4.1. all times are to be read as local time in the place of deemed receipt; and
 - 22.4.2. if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice [or other communication] is deemed to have been received when business next starts in the place of receipt.
- 22.5. To prove delivery, it is sufficient to prove that, if sent by:
 - 22.5.1. fax, the notice or other communication was transmitted by fax to the fax number of the party; or
 - 22.5.2. pre-paid first class post, the envelope containing the notice or other communication was properly addressed and posted.
- 22.6. The provisions of this clause 21 shall not apply to the service of any process in any legal action or proceedings.
- 22.7. A notice or other communication required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail unless it is sent to a designated account stipulated by the receiving party from time to time. Unless otherwise notified, the email addresses set out above shall be designated accounts for the purpose of this clause 22.

23. Dispute resolution

- 23.1. If any dispute arises in connection with this Agreement, the Westminster Manager and the SLAA Manager shall, within 7 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.



- 23.2. If the dispute is not resolved at that meeting, the parties will (unless they agree otherwise) attempt to settle it by mediation in accordance with the International Chamber of Commerce ("**ICC**") ADR rules ("**ICC Rules**"). Unless otherwise agreed between the parties, the mediator will be nominated by the ICC. To initiate the mediation, a party must give notice in writing ("**ADR notice**") to the other party requesting a mediation. A copy of the request should be sent to the ICC. The mediation will start not later than 30 days after the date of the ADR notice.
- 23.3. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

24. Anti-Bribery

- 24.1 Both parties warrant and confirm that they will comply with all Applicable Laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"). In particular each party warrants that it will:
- 24.1.1 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 or the Sierra Leone Anti Corruption Act 2008.;
 - 24.1.2 comply with the each parties relevant codes of practice and policies to the extent that they have been disclosed to each other in advance;
 - 24.1.3 maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures to comply with all relevant laws and will enforce them where appropriate;
 - 24.1.4 promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
 - 24.1.5 immediately notify the other (in writing) if a foreign public official becomes an officer or employee of them or acquires a direct or indirect interest in the them (and each party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
- 24.2 Each party shall ensure that any person associated with them who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in this clause 24 ("**Relevant Terms**"). Each party shall be responsible for the observance and performance by their respective third party of the Relevant Terms, and shall be directly liable to the other for any breach by such persons of any of the Relevant Terms.

25 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.



26 Further Assurances.

The Parties agree to cooperate and act in good faith with each other and provide such information, execute and deliver any such instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party from time to time that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

27. Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Sierra Leone.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written

Executed as
a Deed by Westminster Aviation
Security Services Limited
acting by

)
)
)
)



Mr Peter Fowler
Chief Executive Officer

In the presence of:

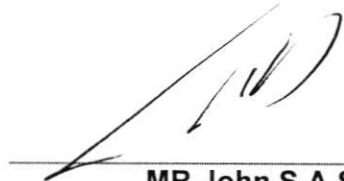
Witness Name:

Signature:



Executed as
a Deed by Sierra Leone
Airports Authority
acting by

)
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MR John S A Sesay
General Manager

In the presence of:

Witness Name:

Signature:






SCHEDULE A – SERVICES

Part 1 : Transition Services

1. In order to ensure a smooth transfer of security operations there will be a two month Transition Period during which time Westminster will deploy a Pre-Contract Deployment Team ("PCDT") to facilitate handover.
2. The PCDT will liaise with the SLAA, assist with management of security operations, organise infrastructure e.g. office set up, transport and accommodation and will begin the process of evaluating staff and resources, preparing for transfer to the new operations. The PCDT will also liaise with other relevant bodies such as the police and state security services to ensure a smooth and trouble free transfer.
 - A suggested time frame is given below:
 - Feb 2012 (T-3) - Contract signature and award
 - Mar 2012 (T-2) - Pre-Contract Deployment, Analysis & Liaison
 - Apr 2012 (T-1) – Organisation of infrastructure etc
 - 1st May 2012 (M1) – Commencement of Contact & Operations.
3. Westminster will provide the Transition Services free of charge to facilitate a smooth and professional transition. During the Transition Period the SLAA will continue to run and be responsible for the security services and continue to collect revenue from the Airlines, however the PCDT will assist with management and operations.
4. The Transition Period will also give the Airlines time to organise any required changes to the Airline Fees.

Part 2: Security Services

1. Westminster shall assume responsibility for the existing Airport security team (subject to competence), retrain and improve as necessary, provide a professional management team to:
 - supervise and manage the Airport security operations;
 - assess current policies and practices and undertake a comprehensive policy review to develop new procedures in line with international standards;
 - implement ISO 9000 security management systems;
 - improve Airport security measures including replacing, repairing and upgrading the perimeter fencing, implement CCTV surveillance to the Airport terminal and car parks, access control to cover doors leading to airside, provision of communication systems, provision of explosive and narcotic detection, provision of airfield detection and surveillance systems, implementation of baggage, cargo and people scanning solutions and ongoing liaison with state security services, Airlines and other relevant parties on a regular basis.
- 

2. Notwithstanding the general nature of the above, Westminster shall subject to clause 9.4 for:

Import Cargo and Freight

- be responsible for batch scanning of any imported Cargo and/or Freight as directed by customs officials or police;
- operate the x-ray scanning equipment to allow customs or police officers to determine if the contents need closer examination. If customs or police officers consider any Cargo and/or Freight to contain suspicious items or items that do not match the manifest then the Cargo and/or Freight will be moved (in accordance with the remainder of this paragraph) to an inspection area for further examination. The responsibility for opening and further inspection of suspect Cargo and/or Freight will rest with the customs or police officers. Westminster will not be responsible for the transport of Cargo and/or Freight to and from the x-ray scanning equipment;

Export Cargo and Freight

- be responsible for operating x-ray scanning equipment to scan all export Cargo and/or Freight for detection of suspect items such as explosives, weapons or narcotics. Any Cargo and/or Freight which appears to contain suspicious items will be moved (in accordance with the remainder of this paragraph) to an inspection area for further examination in conjunction with customs or police officers. Westminster will not be responsible for the transport of Cargo and/or Freight to and from the x-ray scanning equipment.

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SCHEDULE B – EXCLUDED SERVICES

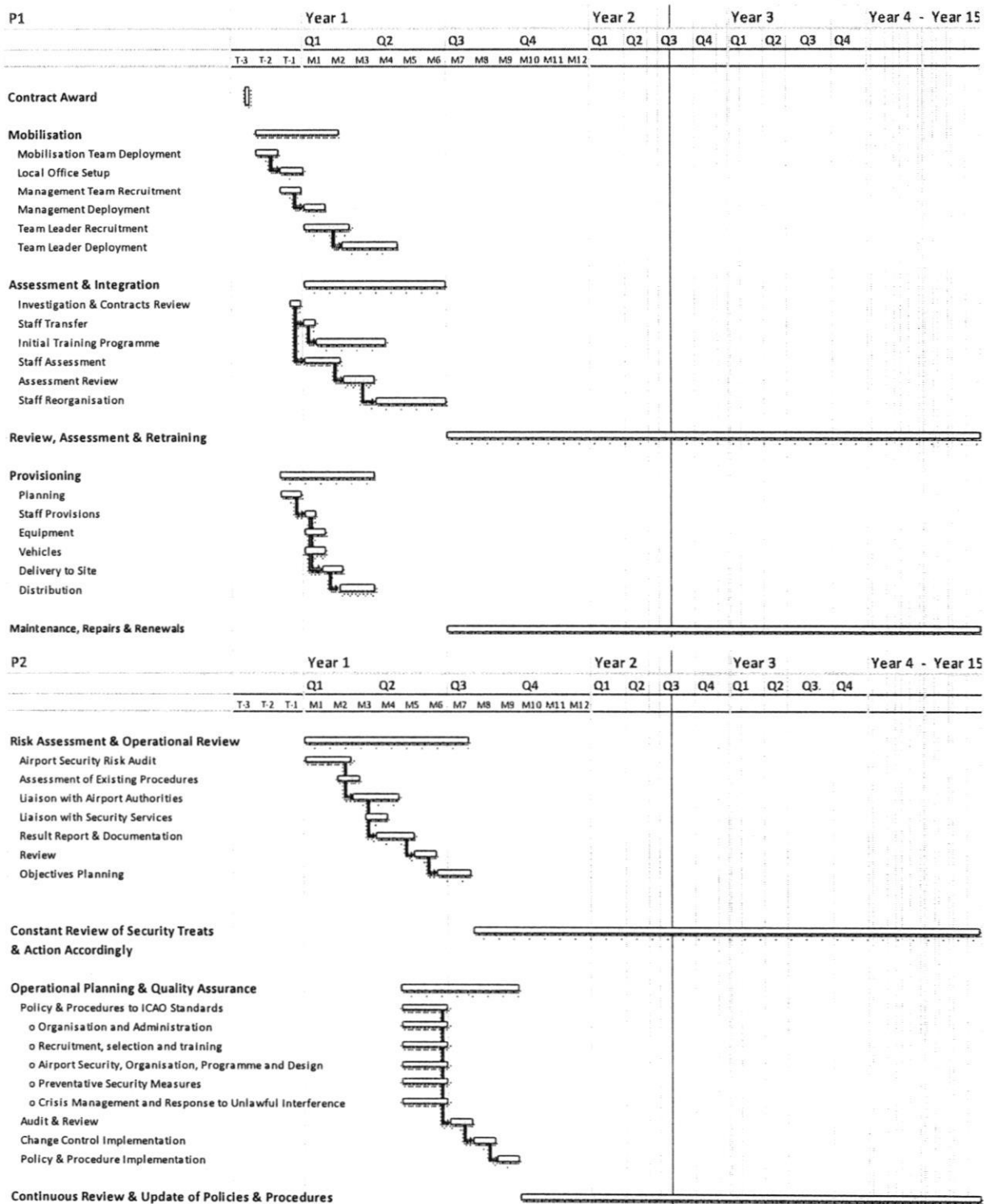
Excluded services under this agreement include:

- Cost of any security equipment and infrastructure at any new airport or terminal (to be provided at separate cost);
- Any scanning of Cargo and/or Freight should volumes increase by more than 25% from current volumes see clause 9.4;
- Any operations or services relating to Airlines' aircraft, Passengers or Cargo and/or Freight whilst on the tarmac or in the air;
- Movement of Cargo and/or Freight to and from x-ray scanning machines;
- The design and layout of terminals or cargo buildings (can be provided under separate contract).

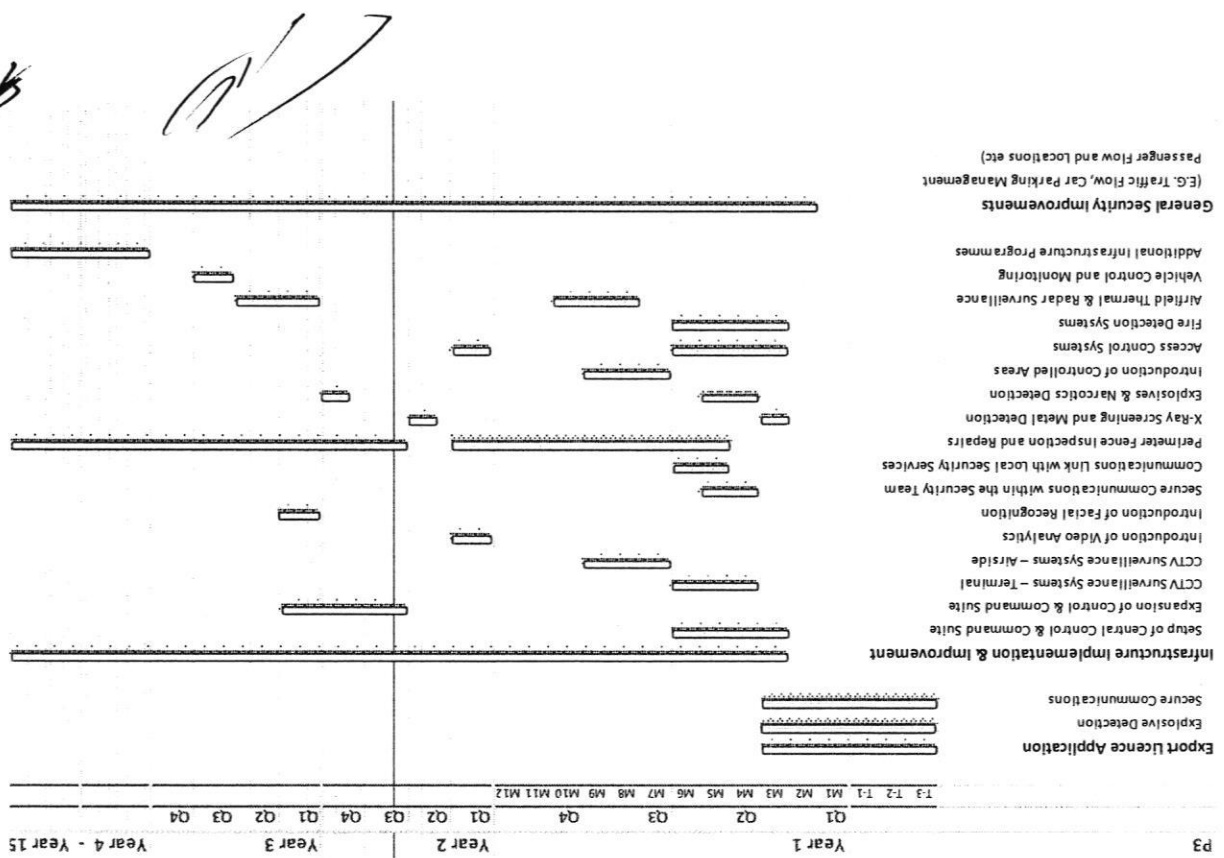




SCHEDULE C – PROJECT PLAN







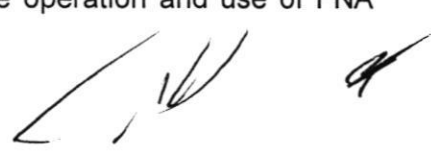
SCHEDULE D – SLAA RESPONSIBILITIES

1. The SLAA shall ensure for the duration of the Agreement that Westminster have the right to and are permitted to:
 - apprehend and detain suspects (including use of handcuffs) until the police or state security services arrive to take over responsibility;
 - deploy personnel and equipment both within the terminals and also outside the terminals including airside as required in order to deliver the Security Services;
 - use radio communications throughout the FNA, the frequency of which will be agreed with the SLAA and the Sierra Leone Civil Aviation Authority;
 - develop, in conjunction with the SLAA, police and relevant state security services etc, access rules for people (including Passengers) and traffic and that Westminster has all necessary rights, powers and permissions to enforce those rules;
 - deploy guard/sniffer dogs both inside and outside of terminals to provide for detection of drugs and explosives as Westminster deem necessary;
 - use security vehicles airside and to patrol the airfield perimeter as Westminster deem necessary;
 - deploy appropriate security notices to assist and direct Passengers etc on security procedures;
 - wear such security uniforms and identity cards as Westminster may determine.
2. The SLAA will consult with Westminster on any changes to the layout of the FNA or any new terminal in order to allow for security issues to be planned and the SLAA will allow sufficient space for the proper deployment and operation of the Equipment.
3. The SLAA shall, under separate agreement, exclusively contract with Westminster for any new airport security services (whether at the FNA or any other airport in Sierra Leone) Subject to agreeing relevant terms and costing.
4. The SLAA will work in good faith with Westminster to draft and agree rules on who is to be designated as a Very Important Person ("VIP") and how VIP's are to be dealt with in terms of access and screening. These rules will be developed by the SLAA, the police and the state security services in conjunction with Westminster and will set out, in writing, guidance for Westminster to adhere to.
5. The SLAA will work in good faith with Westminster to draft and agree rules on how the presidential entourage using the presidential terminal is to be dealt with in terms of access and screening. These rules will be developed by the SLAA, the police and the state security services in conjunction with Westminster and will set out, in writing, guidance for Westminster to adhere to. Without limiting the general nature, these rules will define the division of responsibility of Westminster and other state security services that would be involved in any presidential travel.
6. The SLAA will take all necessary steps to ensure that Westminster staff are not subject to political pressure or undue third party influence to circumnavigate rules or



procedures and the SLAA will provide such support as Westminster reasonable require in dealing with any incidents where its staff suffer abuse for undertaking their obligations under this contract including without limit assisting and supporting in the prosecution of any individuals or organisations who undertake any serious threats or abuse against Westminster staff or try to circumnavigate rules and procedures.

7. The SLAA will facilitate (including arranging necessary meeting space and subsistence) regular forum meetings between Westminster's local senior management and SLAA members, the police, the state security services, the Airlines and any other stake holders so that issues affecting the operation and use of FNA may be discussed and addressed.

Handwritten signature or initials in black ink, consisting of several strokes, located to the right of the list item.

