

AGREEMENT

BETWEEN:

DYNAMIC INVESTMENT PARTNERS 929 LIMITED

AND

THE GOVERNMENT OF GRENADA
(Acting through the Grenada Airports Authority)

THIS AGREEMENT is made the day of , 2010 between **DYNAMIC INVESTMENT PARTNERS 929 LIMITED** of P.O. Box 929 Phillipsburg on the Island of St. Maarten (hereinafter referred to as “**DYPL**”) and the **GOVERNMENT OF GRENADA** (acting through the Grenada Airport Authority) of the Ministerial Complex at the Botanical Garden in the parish of St. George in the State of Grenada (hereinafter referred to as “**the GOG**”)

WHEREAS the GOG desires to expand, refurbish and upgrade the existing Lauriston Airport (the Project) situate on the island of Carriacou.

AND WHEREAS DYPL has expressed an interest to act as the development consultants for planning and development, design specification, finance and management of the execution of the Project and hereby warrants that it has the capacity and expertise to do so.

NOW THEREFORE it is hereby understood and agreed by and between the Parties as follows:

1. Purpose:

- (a) The purpose of the Agreement is to establish a framework for structuring the collaboration between DYPL and the GOG and in particular for identifying their respective roles, responsibilities and obligations as it relates to the pre-development phase of the Project (the details of which are set out in the Annex hereto).
- (b) The parties will evolve a mechanism for exchange of experience and expertise for mutual benefit of both Parties.

2. Details of the Agreement:

2.1. *DYPL agrees to:*

- (a) Act as the development consultant for the planning and development, design specification, financing and management of the Project.
- (b) Undertake at the lower than market rate cost of US\$165,000.00 the pre-development investigation and planning for the Project, including -
 - the site evaluation
 - the engineering and design specifications
 - the Project costing analysis
 - the Project financing proposals
 - the plans for increasing visitors arrivals to Carriacou
 - the acquisition of the Project financing.
- (c) Produce within 90 days from the date of signature hereof an initial report outlining the results and proposals for the activities in (b) above save and except the acquisition of the Project financing - the acceptance or otherwise of which the GOG shall indicate within 30 days of the submission thereof.
- (d) Provide within 90 days or such further period as may be agreed between the Parties after the acceptance of the initial report by the GOG the detailed particulars of the acquisition of the Project financing for the approval of the GOG.

2.2. *The GOG agrees to:*

- (a) Pay to DYPL the sum of US\$165,000.00 for the pre-development investigation and planning works set out in clause 2.1 (b) above with 55% being paid for mobilisation upon signing of this Agreement and the remaining 45% being paid upon submission of the completed report.
- (b) Grant to DYPL for the duration of this Agreement the exclusive right to a contract (the details of which are to be agreed between the Parties) for consulting, planning, design, finance

and management of the Project (including the right to recommend the main contractor for the construction works).

PROVIDED that a minimum of 30% of the value of the awarded construction contracts is subcontracted locally in Grenada, subject to availability of qualified firms and/or individuals and under the condition that materials meet international standards or as required by engineering specifications.

AND PROVIDED FURTHER that the main contractor will first attempt to source local labour within the Grenada market for the construction works, subject to availability of the requisite skills and qualifications.

- (c) DYPL recovering by way of a termination fee the full market price plus expenses (subject to independent verification) for the pre-development investigation and planning works undertaken in clause 2.1 above, if the GOG foregoes DYPL in favour of another entity, agency or individual for the provision of the consulting, planning, design, finance, and management of the Project.
- (d) Grant all necessary concessions (the details of which are to be agreed between the Parties) as would be required for the development, implementation and execution of the Project
- (e) Provide all information as may be requested by DYPL that is necessary for the completion of the Project plans, in a timely manner.
- (f) Ensure that all necessary regulatory and agency approvals (including permits, licenses, approvals and all necessary statutory instruments as may be required, e.g. environmental clearances) for the implementation and execution of the Project are made available in accordance with the Laws of Grenada to the project executing entity.
- (g) Make the necessary arrangements and agreements for the allocated lands and all rights thereto necessary for the development and construction of the Project.

3. Non-disclosure & Non-circumvention:

- (a) The Parties hereby agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual, group or entity any confidential information provided by one party to another, including but not limited to contract terms, project research information, concepts and designs, prices, fees, financial agreements, business arrangements, schedules, information concerning the identity of advisors, brokers, facilitators, vendors, sub-contractors, engineers, developers, financiers or the representatives of any of the above, as well as any other information deemed confidential or privileged within the broadest possible scope of this relationship, without specific written consent of the party generating the information or holding proprietary rights thereto.

- (b) The parties hereby, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interest as described above.

4. Severability of Provisions:

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby provided that the remaining provisions are enforceable and the invalid, illegal or unenforceable provision or provisions are not fundamental to this Agreement.

5. Force Majeure:

- a. Neither Party shall be liable for any failure to fulfill any term of this Agreement if fulfillment is delayed, hindered or prevented by Force Majeure defined herein as circumstance whatsoever which is not within its immediate control including but not limited to acts of God, riot, insurrection, fires, strikes, lockouts, labour disputes of any kind, partial or general, stoppages or labour

refusals, war, hostilities or any local or national emergency (or threat or apprehension of any of the foregoing events), compliance with any order of any national Government or other public authority or of any person purporting to act for such authority.

- b. Upon the occurrence of any event of Force Majeure, the Party claiming Force Majeure shall notify the other Party promptly in writing with full particulars of such event and, to the extent possible, inform the other Party of the expected duration of the Force Majeure event and the Parties shall promptly meet to determine whether the Services can continue to be undertaken notwithstanding the occurrence of the Force Majeure event.
- c. The affected Party shall exercise due diligence to shorten and avoid the delay and shall keep the other Party advised of the continuance of the delay and steps taken to shorten or terminate the delay.
- d. If Force Majeure causes the suspension of this Agreement for more than 90 days the Parties may either agree to amend the terms of this Agreement or terminate the Agreement. If the Parties are unable to reach an agreement on the appropriate course of action, then any of the Parties shall have the right to terminate this Agreement immediately by giving written notice to that effect.

6. Duration:

This Agreement remains in force for a period of 270 days from the date of execution. Should DYPL fail to fulfil its obligations set out in clause 2.1 above then all other obligations under the Agreement would automatically terminate and the Parties shall not be held liable for any non-performance and the Agreement shall be deemed null and void.

7. Modifications:

The Agreement may be amended by mutual consent through an exchange of correspondences to DYPL, c/o ----- and

Grenada Airport Authority, Maurice Bishop International Airport, Point Saline, St. George's and copied to the Ministry of Carriacou and Petite Martinique Affairs, Hillsborough, Carriacou, Grenada.

8. Arbitration:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration.

9. Governing Law:

This Agreement shall be construed in accordance with and governed by the Laws of Grenada.

IN WITNESS WHEREOF the Parties have caused their respective authorised representatives to execute this Agreement the day and year first hereinabove written.

THE COMMON SEAL of DYPL)
affixed hereto in the presence of)
MELVIN WOODLEY, Chairman)
and **ANTHONY CONRAD**,)
General Manager who signed)
these presents and the same)
were delivered in the presence of:)

MELVIN WOODLEY,
Chairman

.....)
Witness)

ANTHONY CONRAD,
General Manager

SIGNED for and on behalf of the)
GOG by the Honourable)
GEORGE PRIME, Minister for)
Carriacou and Petite Martinique)
Affairs in the presence of:)

.....)
Witness)

HON. GEORGE PRIME,
Minister for Carriacou and
Petite Martinique Affairs

ANNEX I