



INVEST IN AIRPORTS



LETTER FROM OUR MANAGING

DIRECTOR: MOHAMED RIZVI

We are delighted to welcome you to Regional Airports Company Limited (RACL), and present to you with the catalogue that highlights the remarkable investment opportunities in our company, along with the investment guideline.

Maldives is made up of around 1,200 coral islands and sandbanks, of which 200 are inhabited, stretching more than 820 kilometers from north to south and 130 kilometers from east to west. Maldives remains one of the most attractive tourist destinations around the world, attracting over 1.7+M visitors every year. The unique geographical aspect of our country has enabled us to become a luxury destination for tourists. RACL currently owns and operates 7 regional airports and is a major driver of this market. We aim to help expand this market through airport connectivity.

Foreign investment has been a crucial factor for the development of Maldives, and with the country rapidly advancing towards a highly developed economy we are extremely proud to do our part and attract investments to in the development of Maldives.

The glimpse of the major and small-scale investment opportunities in this catalogue entails key information regarding the investment opportunities available at RACL and the procedure that RACL will employ in this process. Our team will be delighted to provide any additional information that you or your team are interested in receiving. We ensure our professional assistance to you during the entire project period.

We look forward to hearing from you to further discuss the investment opportunities.



TABLE OF CONTENTS:

INTRODUCTION	-----
----	4
ECONOMIC SNAPSHOT	-----
-----	5
FACT SHEET:	-----
----	6
Haa Alifu Hoarafushi (HRF)	
FACT SHEET:	-----
-----	7
Haa Dhaalu Kulhudhuffushi (HDK)	
Haa Dhaalu Hanimaadhoo (HAQ)	
FACT SHEET:	-----
----	8
Shaviyani Funadhoo (HRF)	
FACT SHEET:	-----
----	9
Gaafu Dhaalu Maavarulu (RUL)	
Gaafu Dhaalu Kaadehdho (KDM)	
FACT SHEET:	-----
---	10
Gnaviyani Fuvahmualah (FVM)	
WHY RACL?	-----
--	11
INVESTMENT OPPORTUNITIES:	-----
-----	12
HOW TO INVEST IN RACL?	-----
----	13
ANNEXURE	-----
----	14

Vision statement:

RACL is an assertion of the ideals of regional airports in the future that helps to inspire & empower the organization's stakeholders.

Mission statement:

"Enhance efficiency in regional operation to sustain commercial success

ECONOMIC SNAPSHOT

Maldives has a population of around 515,696 people dispersed across 185 islands. Maldives has been a development success with robust growth of the country's infrastructure and connectivity.

Registered Facilities

932

(Registered and operational resorts, hotels, guest houses, bareboats, vessels and yacht marinas in Maldives)

Annual Tourist Arrival
(2019)

1.7+
Million

GDP
(2019)

5.7
Billion

Real GDP by Industry 2018, at 2014 constant prices

Tourism:

MVR 17,917.6
Million

Construction:

MVR 4,622.4
Million

Real Estate:

MVR 4,757.3
Million

Transportation:

MVR 3,986.5
Million

Postal & Telecom:

MVR 4,757.3
Million

Fishing:

MVR 2,625.4
Million



PROGRESS THROUGH CONNECTIVITY

Haa Alifu Hoarafushi (HRF)

Hoarafushi airport is located in Haa Alifu Atoll - Officially referred to as Thiladunmathi Uthuruburi and is the northernmost administrative division of the Maldives. Haa Alifu Atoll consists of 14 inhabited islands and is the largest atoll in the Maldives in terms of population and land area.

Hoarafushi airport is the northernmost airport in Maldives. The island has a resident population of 2048 people. Two inhabited islands are located within a 30 Km radius of Hoarafushi; Dhidhoo with a population size of 3345 people and Ihavandhoo with 2842 people.

There are 02 resorts within the economic zone of this airport. JA Manafaru resort is 5.57km away from Hoarafushi with 174 beds and Island Hdieaway Resort & Spa is 22 km away from the airport island.

Hoarafushi Airport was officially opened on November 19, 2020. This newly developed airport has paved the road for tourism development and connectivity of Thuraakunu, Uligamu, Molhadhoo, Ihavandhoo, Thakandhoo and Maarandhoo Islands.



FACT SHEET:

Haa Dhaalu Kulhudhuffushi (HDK)

Haa Dhaalu Hanimaadhoo (HAQ)

Haa Dhaalu Atoll is officially referred to as Thiladhunmathi Dhekunu (Southern Thiladhunmathi Atoll). This administrative division includes the island of Makunudhoo (Malcolm Atoll in Admiralty Charts) which is the westernmost inhabited island in the Maldives. The capital of the administrative division is Kulhudhuffushi City in which Kulhudhuffushi Airport is located. Haa Dhaalu Atoll consists of 13 inhabited islands

- Kulhudhuffushi airport is developed on a well-developed island serving a population of nearly 25,000 people. The island is geographically centered on all populous islands which makes the airport easily accessible.
- Hanimaadhoo International Airport is an airport located on the island of Hanimaadhoo in Haa Dhaalu Atoll, opened initially as a domestic airport. It was upgraded to an international airport on 2 February 2012, with the introduction of direct flights to Thiruvananthapuram in India by Maldivian.



Types of passengers to both airports include residents of Haa Dhaalu Atoll, business travellers, guest houses of both Kulhudhuffushi and Hanimaadhoo and nearby islands.

FACT SHEET:

Shaviyani Funadhoo (FND)

Funadhoo is an island with 91 hectare of land and FND domestic airport is located on the northern tip of the island. The first test flight to Funadhoo airport landed on January 24, 2020. The airport development project in Funadhoo consists of a 1200-meter-long runway, and a 90-meter-long taxiway.

FND Airport is serving a local population of 13,375 Maldivians as their closest domestic airport. Funadhoo airport was a long-awaited dream of people residing in Funadhoo and nearby islands.

Two developing resorts, Kanbaalifaru and Dhoniyadhoo is located within the airport's economic zone and will approximately open its door to the tourism sector in the upcoming year. JW Marriott resort is the only currently operationalized resort just 12km away from the airport. Being a luxurious resort, RACL is looking at opportunities to explore private jet landing, CIP lounge services, etc.

The vast natural resources surrounding the islands of the Maldives provides multiple opportunities for our company to expand areas of investment. Funadhoo airport is also located near a beautiful beach and lagoon which will pave ways for investments in areas of travel and tourism.



FACT SHEET:

Gaafu Dhaalu Maavarulu (RUL)

Gaafu Dhaalu Kaadehdho (KDM)



Gaafu Dhaalu corresponds to the southwestern section of Huvadhu atoll. There are 153 islands in this district out of which 10 islands are inhabited.

- Kaadedhdhoo Airport is a domestic airport on the island of Kaadedhdhoo in Gaafu Dhaalu (South Huvadhu) atoll. The airport is located 3.7km south of the regional capital Thinadhoo and is operated and managed by RAACL.
- Mavarulu Airport, is a domestic airport located on Maavaarulu, one of the islands of the Gaafu Dhaalu Atoll in Maldives. The airport is located 9.0 kilometres (4.9 NM) south of Gadhdhoo. The first test Flight Landed at Maavarulu Airport on 11 March 2020. The Airport is serving a 7000+ local population and the nearest inhabited islands include Kanduhulhudhoo and Gadhdhoo.

There are currently 2 luxury resorts within 30 km radius of Maavaarulu and 7 other operational resorts in Gaafu Alifu and Gaafu Dhaalu atoll that are luxury properties with high spending clientele.

FACT SHEET:

Gnaviyani Fuvahmualah (FVM)

Gnaviyani Atoll is one of the Administrative Divisions of the Maldives Corresponding to the Natural Atoll, Fuvahmulah. Fuvahmulah City is 491.7 hectare in land size with natural freshwater lakes covering almost 50% of the land. Total registered population of the island is 12,790.

The airport was opened in November 2011. It has one runway which is 1,100 metres (3,609 ft) in length.

Although there are currently no resorts within the economic zone of the island, there are 16 guest houses in Fuvahmulah City with over 194 rooms and the number is expected to grow exponentially



in 1 to 5 years.



WHY RAACL?

The aviation industry has vastly grown since the first commercial flight in 1962. With only a few charter carriers in the early 1960's, Maldives now have increased connectivity to over 40 destinations. In the first 11 months of 2019, the Maldives had over 57,000 flight movements with over 4.8 million passengers travelling on these flights. Maldives currently has 32 Air Service agreements (ASA) and 16 memorandums of Understand (MOUs) with various countries across the world.

RAACL has an ambitious mission to be the most robust and dynamic aviation company in the Maldives. To guide this vision, RAACL has developed a strategic business plan (ROADMAP2036), which lays out the foundation of the company's business strategy from 2022 to 2036.

ROADMAP2036 explains the strategic action plan that gives direction of the company for the upcoming 15 years from 2021.

With the robust growth in the aviation industry, RAACL plans to tap into new and emerging markets and developing commercial travel hubs, and take the Maldivian aviation & tourism industry to the next level.

TRANSPARENT AND DYNAMIC BUSINESS ENVIRONMENT:

Maldives' stable political climate, newly implemented transparent business regulations and development-oriented governance frameworks allow businesses to operate easily in the Maldives, providing business confidence & a stable environment for investors.

STATE-OWNED COMPANY:

Being a State-Owned company, RACL will be a key player in large cross-border infrastructure Projects. RACL aims to identify future commercial development prospects and proactively be committed to capitalise these opportunities.

INCENTIVES:

- Tax maintained at 15% (Refer to MIRA Income Tax Act Tax - Law Number 25/2019)
- Legal & regulatory framework being reformed to suit investments & investors
- Long term contractual agreements and extended lease periods.
- Longer grace periods for investment recovery





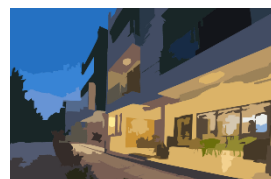
INVESTMENT OPPORTUNITIES:

With vast natural resources surrounding our airports and the new airport development projects underway, RACL aims to bring forward ambitious, high quality investment opportunities to our investors.

We are proud to announce that our company welcomes investors to explore the following opportunities;

- **Fuel Farm**

RACL will be developing two fuel farms; one at the north and one at the south of Maldives. These farms will be located at HAQ and RUL and will supply diesel, petrol and Jet A1 fuel.



- **Flying School**

RACL welcomes investors to form a strategic partnership to operate a flying school. This will be a cost-effective model for the investor. A resource sharing model will deliver a higher profitability to the investor.



- **Inflight Catering**

International long-haul flights create a demand for Inflight catering and two international airports under RACL will be developed as major hubs for long haul flight.

- **MRO**

The growing demand in aviation in South East Asia and particularly in Maldives have a requirement for a certified MRO facility, especially for small bodies.

- **FBO**

RACL provides low investment opportunity for airlines who wish to start flight operation in Maldives. RACL airports are a safe harbor for these investments. Existing infrastructure will act as the backbone of these operations.

- **Cold Storage and Warehousing**

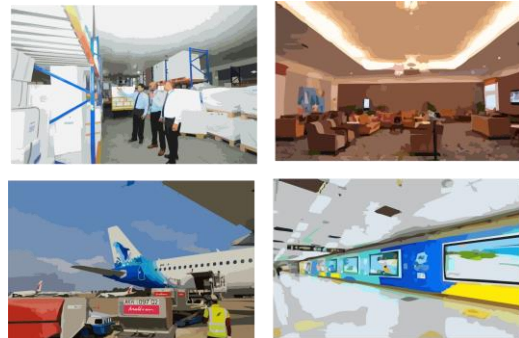
The growing number of resorts, hotels and guest houses in further north and south regions of Maldives gives a logistical challenge to move frozen goods on timely basis. RACL plans to develop two International Airports at HAQ & RUL which will provide opportunity for interested parties to build warehouse and cold storage facilities.

- **Retail Leasing**

- Shops
- ATMs
- Dinning
- Entertainment

- **Transit Hotels and Resorts**

Maldives is a world-renowned luxury tourist destination and RACL will provide multiple investment opportunities from luxury resorts to guest houses within our investment portfolio.



HOW TO INVEST IN RAACL?

All parties interested in investing in our airports are required to adhere to the following procedure and process.

STAGE 1 – SUBMISSION OF EXPRESSION OF INTEREST

The interested party shall submit an Expression of Interest (EOI) by filling out the Application Form in Annex 1 Application Form for Submission of Expression of Interest (EOI). Along with the EOI application, the proponent is required to submit mandatory documents to RAACL. Expression of Interest shall include:

1. EOI Application Form
2. Company Profile
3. Estimated Project Cost/Investment Value
4. Land Requirement Details
5. Summarized product/development information
6. Socio economic benefits of the development
7. Preferred Business model
8. Audited Financial Statements for the past 3 years
9. Documents showing experience in field (i.e. project completion certificate, reference letter)
10. Declaration of pending or threatened litigations either against or by the investor.

STAGE 2 – EVALUATION OF EXPRESSION OF INTEREST

The submitted EOI in compliance with EOI Application form will be evaluated by RAACL. The EOI will be evaluated based on the following criteria:

1. Financial Stability and Capability of the proponent
 - Equity comparison to investment value
 - Gearing with and without project financing
 - Liquidity
2. Experience in the Field
3. Socio economic benefits of development
4. Project scope and alignment with the objectives of RAACL.

5. Ethical Standards

- The proponent shall not appear on any globally recognized blacklists
- The proponent and its directors should not have been convicted of any criminal offence related to professional conduct
- The proponent shall not have court cases regarding dues to the Government of Maldives.

STAGE 3 APPROVAL FOR EOI

EOIs that meet the expectations of RACL will be forwarded to the Board of Directors for their approval. Once the EOI is approved and endorsed by the Board of Directors, RACL will enter into a framework agreement with the proponent.

STAGE 4 FRAMEWORK AGREEMENT

A Framework Agreement is signed with an approved proponent to carry out necessary works for the investment and to submit the required documents mentioned in the Framework agreement. The Framework agreement shall include the terms specified in Annex 2 Draft Framework agreement.

Key Points in the Framework Agreement

1. Payment of Commitment at the rate of USD 1.00 per square feet of plot area within 3 days of Framework Agreement signing.
2. The period for Framework agreement is 6 months.
3. Developer to inform RACL within one month of Framework Agreement signing, if the developer wishes to renegotiate the business terms.
4. Submission of board resolution of the partners/affiliated companies that will partake in the development including the Company's role and responsibilities in the development and approval partake in the development.
5. Submission of concept drawing of the development within 4 months of Framework Agreement signing.
6. Submission of business plan including the marketing, operational & management and maintenance plan, socio economic benefits of the development and smart solutions offered.

7. Submit monthly progress report of work conducted by the developer to RACL before 10th (Tenth) of each month
8. Submission of financier/investor commitment letter, where the developer opt for external financing,
9. Submit a comfort letter provided by a licensed financial institution to RACL, ensuring the financial capability of the external financing partner(s) and developer.

These are the key things that a developer is obligated to comply with within the Framework Agreement Period. Please refer to Annex 2 Draft Framework Agreement for details.

STAGE 5 VERIFICATION AND APPROVAL

The proposal documents submitted by the Proponent in accordance with Framework agreement will be verified and evaluated by RACL. The proposal and documents submitted by the Proponent will be forwarded to RACL's Management and Board of Directors for endorsement.

STAGE 6 CONDITIONAL AWARD LETTER

Once the Proposal is endorsed by RACL, the project will be conditionally awarded to the Proponent, subject to the fulfilment of the following conditions. The Proponent will be given a period of 30 calendar days from the date of conditional award letter to fulfil the conditions.

- If the proponent is a foreign company, it shall register the business in Maldives or form a SPV (SPV shall be formed if applicable and if the business terms proposed by RACL requires for it) and submit a copy of duly registered Company Registration Certificate (Certificate of Re-registration) obtained by [developer] under Article 94 of the Companies Act of the Republic of Maldives (Act no: 10/96).
- Submission of Performance Guarantee amounting to 5% of project value.

STAGE 7 CONTRACT AGREEMENT SIGNING

Upon fulfilment of the conditions of the conditional award letter, RACL and the Proponent shall enter into a Contract for the implementation of the Project.

In case of any discrepancy between the terms of this policy and the governing laws, regulations and policies of Maldives, the Laws, policies, and regulations concerning Investment policies enacted by the government shall prevail in any instance.

STAGE 1

SUBMISSION OF EXPRESSION OF INTEREST

STAGE 2

EVALUATION OF EXPRESSION OF INTEREST

STAGE 3

APPROVAL FOR EOI

STAGE 4

FRAMEWORK AGREEMENT

STAGE 5

VERIFICATION AND APPROVAL

STAGE 6

CONDITIONAL AWARD LETTER

STAGE 7

CONTRACT AGREEMENT SIGNING



ANNEXURE

ANNEX 1 – EXPRESSION OF INTEREST APPLICATION
FORM

For RACL Use Only	
Received Date	<input type="text"/>
EOI Reference No.	<input type="text"/>

EXPRESSION OF INTEREST (EOI) APPLICATION FORM INVESTING IN RACL

- All parties interested in carrying out investments in our airports are required to submit this application form along with the required documents.
- RACL has the right to reject any incomplete application forms, hence RACL strongly recommends applicants to fill in all the information and attach all the required documents as per the checklist.
- All the financial figures including financial statements must be in USD or Maldivian rufiyaa (MVR)
- The applicant should bear all costs associated with the preparation and submission of the EOI Application Form.

1.COMPANY INFORMATION	
Company Name	<input type="text"/>
Correspondence Address	<input type="text"/>
Registered Address	<input type="text"/>
Date of Incorporation	<input type="text"/>
Name of Representative	<input type="text"/>
Designation of Representative	<input type="text"/>
Contact No:	<input type="text"/>
Email Address	<input type="text"/>

2. COMPANY OPERATION	
Business Sector	
Details of Business / Work	
No. of Employees	
Completed Projects / Works / Previous Experience	

3. PROPOSED PROJECT DETAILS	
Proposed Development	
Land Requirement (plot area / gross floor area GFA)	
Estimated Project Value / Investment Value	
Description of the Proposed Development / Products and Service Offered	
Preferred Business Model	
Method of Project Financing	
Socio economic benefits of the development	

4. REQUIRED DOCUMENTS		Tick if submitted	
		Applicant	RACL
1	Company Registration Certificate		
2	Company Profile		
3	Documents showing experience in field (i.e. project completion certificate, reference letter)		
4	Audited Financial Statement of the past 3 years		
5	Tax Clearance Report from Maldives Inland Revenue Authority (MIRA) showing no due payment (for company registered in Maldives)		
6	Declaration of Pending or Threatened Litigations as per Format 1. The declaration shall be notarized from Notary Public.		
7	Declaration of No Pending Litigation as per Format 2. The declaration shall be notarized from Notary Public.		

5. DECLARATION	
We hereby declare that all the details given are true to the best of our knowledge and that acceptance of this application is at the sole discretion of RACL.	
Authorized Signatory	Company Stamp
Sign: Name:	
Designation:	
Date	

Format 1 - Declaration of Pending or Threatened Litigations

Regional Airports Company Limited,

7th Floor, H. Suez

Male'

Republic of Maldives

[Date]

Dear Sir/ Madam,

Project:

Re; Declaration of Pending or Threatened Litigations

Following is the list of all ongoing litigation, suit, proceeding investigation, adjudication, arbitration and governmental proceedings wherein the [developer] or any of its directors is or likely to be a party, or which is threatened against any of them, or for which there are ongoing responsibilities of any of them.

No	Claimant	Defendant	Type of Claim	Amount

I hereby declare that, except for the above, there is no action, suit, proceeding, investigation, adjudication, arbitration or litigation pending or, to [developer]'s knowledge, threatened, which either in any one instance or in the aggregate, if determined adversely to [developer] would materially and adversely affect the execution or progression of the Project, or [developer]'s ability to perform its obligations under the Agreement/Contract for the execution of the Project.

I hereby declare under penalty of perjury that the foregoing is true and correct. Yours sincerely,

[Name of signatory]

[Title]

Note: This document is required to be notarized and sealed from a registered Notary Public.

Format 2 - Declaration of No Pending Litigation

Regional Airports Company Limited,

7th Floor, H. Suez

Male'

Republic of Maldives

[Date]

Dear Sir/ Madam,

Project:

Re; Declaration of No Pending Litigation

I hereby declare that there is no action, suit, proceeding, investigation or litigation pending or, to [developer]'s knowledge, threatened, which either in any one instance or in the aggregate, if determined adversely to [developer] would materially and adversely affect the execution or progression of the Project, or [developer]'s ability to perform its obligations under the Agreement/Contract for the execution of the Project. I hereby declare under penalty of perjury that the foregoing is true and correct.

Yours sincerely,

[Name of signatory]

[Title]

Note: This document is required to be notarized and sealed from a registered Notary Public.

ANNEX 2 –

DRAFT FRAMEWORK AGREEMENT

Regional Airports Company Limited

Framework Agreement

FRAMEWORK AGREEMENT

IN RESPECT OF

BETWEEN

REGIONAL AIRPORTS COMPANY LIMITED

AND

XXXXXXX

AGREEMENT NUMBER:

DATE:

1. PARTIES		This Framework Agreement (the “Agreement”) is made on _____ by and between,
		Regional Airports Company Limited , a company duly incorporated and existing under the laws of the Republic of Maldives bearing Registration No: C-0045/2021 and having its registered address and principal place of business at 7th floor, H. Suez, Malé, Republic of Maldives (hereinafter referred to as “ RACL ”, which expression shall include its successors-in-title, liquidators, administrators and lawful assignees where the context so requires or admits); and
	, a company duly incorporated and existing under the laws of bearing Registration No:..... and having its registered address at and principal place of business at (hereinafter referred to as the “[developer]”, which expression shall include successors-in-title, liquidators, administrators and assignees where the context so requires or admits);
		The RACL and [developer] are hereinafter, collectively referred to as the “ Parties ” and individually referred as a “ Party ”.
2. RECITALS		WHEREAS,
	2.1	RACL, desires to provide opportunities for local and international parties to undertake the development of [name of the project] in, Republic of Maldives.
	2.2	The [developer], along with its implementation partner(s) is in the business of and has proven track record and well-recognized experience for good quality of services _____, has made a proposal to carry out the _____ for the RACL.
	2.3	[developer] is interested in undertaking the _____ in(hereinafter referred to as the “ Project ”) with proper support and assistance to source of finance from financier(s)/investor(s) to the full amount of the Project.
	2.4	The Parties decided to enter into an Agreement to define the minimum requirements of the Project.
	2.5	Further to the discussions between _____ and RACL, the Parties agree to enter into this Agreement to formalize the understating between the Parties prior to entering into a Contract (hereinafter referred to as the “ Contract ”) to implement the Project.
	2.6	The Parties acknowledge and agree that the terms and conditions expressed in this Agreement are the result of the negotiations between the Parties, and that this Agreement has been executed by Parties in good faith in _____ in order to sign a Contract and implement the Project.
		NOW THEREFORE, in consideration of the above premises and mutual understandings, it is hereby agreed as follows:

3. TERM	3.1	This Agreement shall become effective upon signing of this Agreement and shall be valid for six (06) calendar months, or expiration of any extensions thereto, or until the date of execution of the Contract, whichever is earlier.
	3.2	Any request by the [developer] for an extension to the Term shall be made in writing, with the submission of satisfactory documents of proof, no later than 14 (Fourteen) calendar days prior to the expiration of the Term of the Agreement. An extension, not exceeding 3 (Three) calendar months, shall be granted by RACL at its sole discretion if the request is justified and substantiated with satisfactory documents of proof.
4. BUSINESS TERMS		Both Parties agree to the business terms attached to Schedule 2 of this Agreement.
5. COMMITMENT FEE	5.1 shall pay commitment fee of USD XXXX, calculated at the rate of 1 (One) United States Dollar per square feet of the plot area, which shall be paid within 3 (Three) calendar days upon signing of this Agreement.
	5.2	Where the Term of the Agreement is extended, the [developer] shall pay an additional amount as commitment fee, calculated on a pro-rata basis of the initial commitment fee to the extended period. Any delay by RACL shall be excluded from the additional commitment fee calculations.
	5.3	Subject to mutual termination, or termination of the Agreement due to unfulfillment of the obligations of RACL stipulated in Clause 7, the commitment fee mentioned in Sub-Clause 5.1 shall be non-refundable. For avoidance of doubt, where the Agreement is terminated for a breach other than the unfulfillment of the obligations stipulated in Clause 6 ,or due to mutual termination, or where the obligations stipulated in Clause 6 are fulfilled and the Contract is not executed due to no fault attributable to the [developer], the commitment fee shall be reimbursed in full (without interest) by RACL to [developer] within 14 (Fourteen) calendar days from the termination/expiration of this Agreement, and the [developer] shall not be entitled to claim for any additional compensation from RACL.
	5.4	Upon execution of the Contract, the commitment fee amount shall be acknowledged as part of the acquisition fee, with the balance payable.
6. OBLIGATIONS OF [DEVELOPER]	6.1	Submit Concept Design, in accordance with the Concept Design Guideline and Requirements (attached hereto in Schedule 3), and obtain the approval of RACL within 4 (four) months from the date of execution of this Agreement. Any deviation(s) between the Concept Design and the Concept Design Guideline and Requirements of RACL will not be accepted.
	6.2	Submit financial plan with forecasts and proof of financing, and project funding mechanism as per the minimum requirements acceptable to RACL, within the Term of this Agreement.
	6.3	Where the [developer] opt for external financing, submit financier/investor commitment letter in accordance with the format provided in Schedule 5 of this Agreement, within the Term of this Agreement.
	6.4	Submit a comfort letter provided by a licensed financial institution to RACL, ensuring the financial capability of the external financing partner(s) and [developer] in accordance with the format provided in Schedule 6 of this Agreement, within the Term of this Agreement.

	6.5	Submit attested copies of Article of Association and Memorandum of Association within the Term of this Agreement.
	6.6	Submit a duly executed Corporate Board Resolution of [developer] (including resolutions of each individual partner/affiliate that partakes in the development), confirming its Board approval for the partaking works of the Project and authorizing to execute a Contract within the Term of this Agreement, in accordance with the format attached hereto as Schedule 7.
	6.7	Submit monthly progress report of work conducted by the [developer] to RACL before 10 th (Tenth) of each month as per the format attached in Schedule 8 of the Agreement.
	6.8	Submit proposed business plan, including marketing, operational, management, maintenance plan, human resource plan, socioeconomic benefits of the developments and smart solutions offered as per the minimum requirements of RACL (attached hereto as Schedule 4), within the Term of this Agreement
	6.9	Submission of any document reasonably requested by RACL for due diligence purposes.
	6.10	Inform RACL, within 1 (one) month from the signing of this Agreement, if the [developer] desires to negotiate, in good faith, the business terms referred to in Clause 4. If the [developer] fails to inform RACL within the stipulated timeframe, it will be considered as acceptance of the business terms referred to in Clause 4. Where the [developer] informs of his desire to negotiate the terms within one month of signing of this Agreement, negotiations should be completed and business terms should be finalized within 3 (Three) months from the date the [developer] informs of its desire to negotiate the terms. In case the Parties fail to reach an agreement for the business terms, the initial business terms referred to in Clause 4 shall stand. For avoidance of doubt, if the negotiations are not concluded within the 3 (Three) months due to a fault of RACL, the [developer] will be entitled to an extension proportionate to RACL's delay.
	6.11	The [developer] shall give consent to RACL or to any third party appointed by RACL for the verification of documents and to carry out due diligence.
7. OBLIGATIONS OF RACL	7.1	Provide right of access to the land for the [developer] to conduct surveys related to the Project upon request.
	7.2	RACL shall reserve the land for the Project, defined by the boundary lines shown on the Land and Location Map attached hereto in Schedule 1, for the Term of the Agreement in accordance with the development plans, and shall not entertain unsolicited proposals for the land from third parties during the Term of this Agreement.
	7.3	Not to unreasonably withhold or delay any permit to be issued by RACL. However, RACL shall not be held responsible for any delay caused which is beyond the control of RACL. Nevertheless, RACL shall make the best of their efforts to minimize the delay and assist [developer] if possible.
	7.4	Provide all requested data and information related to the Project, unless such data or information is confidential.
	7.5	Where [developer] desires to renegotiate the terms referred to in Clause 4, RACL shall reply to such requests within 14 (Fourteen) calendar days. RACL shall discuss the terms in good faith and shall not make the terms more disadvantageous to the [developer] than that in Schedule 2.
	7.6	RACL shall provide the feedback on Concept Design prepared and submitted as per Clause 6.1 of this Agreement within 14 (Fourteen) calendar days from the date of submission of the Concept Design by [developer]
	7.7	Inform the [developer], within 1 (one) month from the signing of this Agreement, if RACL desires to negotiate, in good faith, the terms referred to in Clause 4. If the RACL fails to inform the [developer] within the stipulated timeframe, it will be considered as acceptance of the terms referred to in Clause 4. Where RACL informs of his desire to negotiate the terms

		within one month of signing of this Agreement, negotiations should be completed and business terms should be finalized within 3 (Three) months from the date RACL informs of its desire to negotiate the terms. In case the Parties fail to reach an agreement for the business terms, the initial business terms referred to in Clause 4 shall stand. For avoidance of doubt, if the negotiations are not concluded within the 3 (Three) months due to a fault of the [developer], RACL will be entitled to an extension proportionate to RACL's delay.
8. FORMATION OF A CONTRACT	8.1	<p>Upon successful completion of the obligations stipulated in clause 6, RACL shall conditionally award the Project to the [developer]. The [developer] shall be granted a period of 30 (Thirty) calendar days from the date of the conditional award letter to fulfill the following conditions;</p> <p>(i) To formally inform RACL, if any of the funding partner(s)/affiliate(s) dismissed their interest to continue with the Project. In such case, the [developer] shall submit a funding/operating mechanism. If any of the funding partner(s)/affiliate(s) dismissed their interest, the [developer] shall submit a financier/investor commitment letter (in accordance with Sub-Clause 6.3) and a comfort letter for financing from a licensed financial institution (in accordance with Sub-Clause 6.4).</p> <p>(ii) If the developer is a foreign company, it shall register the business in Maldives or form a SPV (SPV shall be formed if applicable and if the business terms proposed by RACL requires for it) and submit a copy of duly registered Company Registration Certificate (Certificate of Re-registration) obtained by [developer] under Article 94 of the Companies Act of the Republic of Maldives (Act no: 10/96).</p> <p>(iii) Submit a performance guarantee amounting to 5% of the Project value.</p>
	8.2	Upon fulfillment of the conditions of the conditional award letter, the Parties shall enter into a Contract for the implementation of the Project. After successful execution of the Contract, if the [developer] fails to fulfill its obligations, RACL shall have the right to own the concept drawings and operational plans.
9. TERMINATION	9.1	This Agreement shall be effective and binding on the Parties from the date the Agreement is signed by both Parties, and shall remain binding and in effect until the expiration of the Term, unless it is terminated or extended by mutual written consent of the Parties hereto.
	9.2	<p>RACL shall have the discretion to terminate the Agreement without notice and without compensation if any of the obligations stated in Sub-Clauses 5.1, 6.1, 6.2, 6.3, 6.4, or 6.8 is not fulfilled within the stipulated timeframe, or where;</p> <p>(i) the [developer] shows no or inadequate progress in the monthly progress reports submitted in accordance with Sub-Clause 6.7; or</p> <p>(ii) any information/document provided by the [developer] is discovered by RACL at any stage to be false or forged; or</p> <p>(iii) the financial feasibility provided by the [developer] is not feasible (for avoidance of doubt, the financial feasibility will be considered not feasible if the Net Present Value (NPV) of the Project is negative and/or the Internal Rate of Return (IRR) is below than the risk-free rate).</p>
	9.3.1	Subject to Clauses 9.2 and 9.3.2, if the [developer] fails to perform any of its obligation under the Agreement, the [developer] shall be granted a period to rectify the breach, considering the degree of breach, to be determined at the sole discretion of RACL.
	9.3.2	If the [developer] fails to cure the breach within the extension period granted under Clause 9.3.1 of this Agreement, RACL shall have the right to terminate the Agreement.
10. NOTICES		All notices, requests, demands or other communications to or upon the respective Parties to this Agreement shall be deemed to have been duly given or made when delivered personally or by registered letter or by email to the other Party at the addresses set out below or at such other address as the Party concerned may hereafter specify to the other in writing or, in the case of email, to the published email of the addressee. Posted letters shall be deemed to have been delivered 7 (Seven) business days

	<p>after posting (Fridays, Saturdays and Public Holidays excepted) and email messages shall be deemed to have been delivered at the time of dispatch unless they are received outside business hours of the recipient in which case they shall be deemed received at the opening of business on the next business day.</p>
<p>11. CORRESPONDENCE ADDRESS</p>	<p>FOR RACL Regional Airports Company Limited 7th Floor, H. Suez, Male', Republic of Maldives Tel: (+960) 330 6969 Email: proposals@airports.mv</p>
	<p>FOR THE Ltd Republic of Tel: (+.....) Fax: (+.....) Email:</p>
<p>12. INDEPENDENT CONTRACTOR</p>	<p>It is expressly understood and agreed that is and shall be at all times during the term of the Agreement, deemed to be an independent contractor and nothing in the Agreement shall in any way be deemed or construed to constitute as an agent, employee of RACL nor shall have the right or authority to act for, incur, assume or create any obligation, responsibility or liability, express or implied, on RACL's behalf or to bind it in anyway whatsoever or sign documents on RACL's behalf</p>
<p>13. ASSIGNMENT</p>	<p>Any Party may not assign any of its rights, obligations, or responsibilities under this Agreement without the prior written consent of the other Party. Any such assignment by either Party without the prior written approval of the other Party shall be null and void and of no legal effect.</p>
<p>14. COMPLIANCE WITH LAWS</p>	<p>Each Party hereto agrees that it shall comply with all applicable laws, regulations, rules, directions and other requirements applicable from time to time, and shall not do or omit or permit to be done or omit to be done any act or thing by which any of the terms of this Agreement may be invalidated or become unenforceable partly or wholly.</p>
<p>15. CORPORATE AUTHORITY</p>	<p>Both Parties to the Agreement represent that each has taken all necessary corporate action to authorize the execution and consummation of the Agreement and will furnish the other Party with satisfactory evidence of this upon request. Each party agrees to negotiate in good faith the execution of such other documents or Agreement as may be necessary or desirable for the implementation of the Agreement and the effective execution of the transactions contemplated hereby.</p>
<p>16. FORCE MAJEURE</p>	<p>A Party shall be excused from performing its obligations under this Agreement if its performance is restricted or prevented by a natural cause beyond its control, which shall be limited to Acts of God, storm or tempest, flood, war, insurrection and civil commotion. Performances shall be excused only to the extent of and during the reasonable continuance of such disability agreed by both Parties.</p>
<p>17. WAIVER</p>	<p>The failure by any Party to exercise or enforce in any instance any of the terms or conditions of this Agreement, or to insist upon strict performance by the other Party of any provisions of this Agreement, shall not constitute or be deemed a waiver of that Party's rights thereunder to enforce each and every term and condition of this Agreement.</p>

18. INUREMENT	This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.	
19. CONFIDENTIALITY	The Parties shall at all times keep confidential information acquired in consequence of the Agreement, except for information which the receiving Party already knows or receives from third parties or which the receiving Party may be entitled or bound to disclose under compulsion of law or where required by regulatory agencies or to their professional advisors, investors and other parties where reasonably necessary for the performance of their obligations under the Agreement. For the avoidance of doubt, the obligations in this Clause shall not apply to information in the public domain or information which the Parties own or acquired lawfully from other and which may be freely disclosed to others without breach of any obligation of confidence.	
20. PARTIAL INVALIDITY	If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of Maldives, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of Maldives shall in any way be effected or impaired thereby. Notwithstanding the above, the parties are at liberty to alter the provision or provisions so severed, with a view to bring it/them in conformity with the laws of the Republic of Maldives.	
21. AMENDMENTS	Any amendment to this Agreement shall be made in writing and executed by the Parties to this Agreement.	
22. ENTIRE AGREEMENT AND COPIES	This Agreement constitutes the entire document between the Parties with respect to the subject matter contemplated herein and supersedes all oral statements and prior writings with respect to the subject matter contemplated herein. This Agreement shall be executed simultaneously in two original copies, each of which when executed and delivered shall constitute an original, but all copies shall together constitute but one and the same instrument.	
23. GOVERNING LAW	This Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of Maldives and both parties hereby agree to submit to the exclusive jurisdiction of the Maldivian Courts in connection with any action or proceeding that may arise out of or in connection with the Agreement.	
24. SCHEDULES	The following schedules, which are attached to this Agreement, are incorporated in and shall be deemed to be an important and integral part of this Agreement:	
	Schedule 1	Land and Location Map
	Schedule 2	Business Terms
	Schedule 3	Concept Design Guideline and Requirements
	Schedule 4	Minimum Requirement of RAEL
	Schedule 5	Financier/Investor Commitment Letter Format
	Schedule 6	Comfort Letter Format
	Schedule 7	Board Resolution Format
25. SIGNATORY		In witness whereof, the Parties have executed this Agreement on the respective dates specified below with effect from the date specified above.

[Signatures on the next page]

SIGNATORIES TO THE AGREEMENT

SIGNED FOR AND ON BEHALF OF REGIONAL AIRPORTS COMPANY LIMITED AUTHORIZED

SIGNATORY:

Name:

Designation:

Date:

.....
Signature and stamp

IN THE PRESENCE OF:

Name:

Designation:

Passport/ID no:

Date:

.....
Signature

SIGNED FOR AND ON BEHALF OF XXXXXXXXXXXXXXXX

AUTHORIZED SIGNATORY:

Name:

Designation:

Date:

.....
Signature and stamp

IN THE PRESENCE OF:

Name:

Designation:

Passport/ID no:

Date:

.....
Signature

SCHEDULE 1: LAND AND LOCATION MAP

The land and location map of the development to be provided by RACL.

SCHEDULE 2: BUSINESS TERMS

The initial business terms of the development to be provided by RACL.

SCHEDULE 3: CONCEPT DESIGN GUIDELINE AND REQUIREMENTS

Minimum Requirements of the Concept Drawing

- a) Design Concept brief
- b) Environmental impact - Measures taken to reduce carbon footprint and highlight design components to enhance environmental sustainability
- c) Location Plan
- d) Site plan - Showing the surrounding context and adjacent developments
- e) Floor plans - To a standard scale
- f) Internal and external Circulation - Layout indicating steps taken to minimize traffic congestion on the surrounding roads
- g) Conceptual sections and elevations
- h) Parking - Parking allocation for Motorcycles/Bikes and cars with space for ease of circulation and Numbers
- i) Estimated no. of Pax
- j) Proposed services system.
- k) Proposed structural system.
- l) 3D Images - Massing models and interior/ exterior with 3D perspective images, identifying major building materials used in the project.

In addition to minimum requirements of the concept design, the concept design guideline, any particular concept drawing and/or any requirement by RACL will be provided here.

SCHEDULE 4: MINIMUM REQUIREMENTS OF RA CL

Company

- a) Articles of association and memorandum of association of the developer.
- b) Board resolution of the partners/affiliated companies that will partake in the development.

Minimum Requirements of the Business Plan

1. Marketing plan

- Product strategy including target market
- Pricing strategies
- Promotional Strategies
- Competitors analysis and competitive position analysis (Porter's 5 forces, SWOT etc.)

2. Operational Plan

- Resources and process required for day-to-day functioning of the business and to support strategic objectives of the company
- Logistics and supply management plan
- Proposed detail project schedule
- Process for monitoring and evaluate progress
- Assessment of operational risk and mitigation plan
- Submission of value-creation process, key stakeholders involved, rights, responsibilities and obligations of key stakeholders and their place within the value-creation process

3. Management and Human Resource Plan

- Organizational structure and Project management team details including of human resource required to undertake the proposed project
- Human resource development plans
- Creation of employment opportunities for locals

4. Maintenance/ Facilities Management Plan

- Range of services – depending on the project type, detailing each service or facility to be maintained
- Management fee structure with details of fee revision, operational budget, inventory management plan and sinking fund

5. Socio-Economic Benefit

- Identify and measure the socio-economic benefits including but not limited to job creations for locals, complementary business creation for locals, contribution for economic growth and human resource development.

6. Smart solution

- Proposed smart solutions and digital technology in align with RACL smart city concept that will be implemented in the development including but not limited to building infrastructure and operation
- The benefits of proposed smart solutions and digital technology to the stakeholders.

Minimum Requirements of the Financial Plan

1. Project financing mechanism

- Details of estimated project cost.
- Details of sources of financing with the amount to be financed. End user financing and future cash flows cannot be considered as proof of financing.
- Submission for finance commitment letter from financing party, if proponents opt for external financing. Finance commitment letters must be submitted in accordance to Schedule 5 – Financier/Investor Commitment Letter Format.
- Submission of comfort letter by licensed financial institution/ party as per Schedule 6 – Financier/Investor Comfort Letter ensuring the financing capability of the external financing partner and/or developer.

2. Financial Forecast

- Financial statements (Statement of Financial Position, Statement of Comprehensive Income and Statement of Cash flows) generated for payback period + 5 years, which should be a minimum of 10 years.
- Estimations and assumptions used for the forecast.
- Investment Appraisal Summary: Return on Investment (ROI), Internal Rate of Return (IRR), Net Present Value (NPV) and Payback Period.
- Sensitivity analysis and discussion of major assumptions used to forecast financial statements.

3. Risk Assessment study

- Submission of operational risks, business risks, Sales risks and any other material risk.
- Submission of economic factors that could materially impact the business.

SCHEDULE 5: FINANCIER/INVESTOR COMMITMENT LETTER FORMAT

(Financier/Investor Letterhead)

Regional Airports Company Limited,
7th Floor, H. Suez
Male',
Republic of Maldives
[Date]
Dear Sir/ Madam

Re; Financing Commitment Letter for [Project] at,
We refer to [developer]'s request/application dated [date] in relation to financing of [Project] in, which
will be developed/executed by [developer] for an estimated contract/project value of [project value] in
accordance with the terms and conditions to be agreed in the definitive agreement for the Project.

Pursuant thereto, we, [financier], wish to confirm that [financier] is willing to finance the Project on a [finance
type] basis.

Should you require further clarification, please contact [focal point] at [contact info] Yours sincerely,

[Name of signatory]
[Title]

SCHEDULE 6: COMFORT LETTER FORMAT

(Bank or Licensed Financial Institutions Letterhead)

Regional Airports Company Limited,
7th Floor, H. Suez
Male',
Republic of Maldives
[Date]
Dear Sir/ Madam

Re; Comfort Letter for [Project] at,

This is to confirm that our mutual client [developer] maintains a banking account with us and is in good standing with our bank.

At their instructions we, [full name of the bank] with full authority and mandate hereby confirm that the said client is ready, willing and financially able to develop/execute the [project name] with an amount of [project value].

We certify that our client named above has sufficient funds and/or has a credit facility with our bank to complete the proposed [project].

Should you require further clarification, please contact [focal point] at [contact info]

Yours sincerely,

[Name of signatory]
[Title]

SCHEDULE 7: BOARD RESOLUTION FORMAT

Company Name:	
Registration Number:	
Registered Address:	
Board Members:	
Quorum:	
Venue:	
Date:	

At the meeting of the Board of Directors of [.....] (hereinafter referred to as “the company”) held on the above date and venue stated, and chaired by [.....], the following resolution was duly passed.

Resolution of the Board of Directors:

1. **RESOLVED THAT** the Consent of the Board of Directors of the Company be and is hereby accorded to enter into and execute the Consortium agreement with [] in order to invest and develop [Project name] in
2. **RESOLVED FURTHER THAT** to undertake the following responsibilities in the development. [include the Company’s role and responsibilities in the development]
3. **RESOLVED FURTHER THAT** Mr. / Mrs. [Name and Designation of Authorized Representative] of the Company, be and is hereby authorized to sign and execute the Consortium agreement regarding the [Project] in and be responsible for the overall management of the Project.

In witness whereof it is hereby confirmed and declared that the statements above constitute a true and fair representation of the Resolutions of the Board of Directors of the company.

Signed By:

Name	ID Card Number	Signature

Company Secretary:

Name	ID Card Number	Signature

Company Seal:

SCHEDULE 8: MONTHLY PROGRESS REPORT FORMAT

PART 1: GENERAL INFORMATION

Developer Name: _____

Project Name: _____

Report Date: _____

Framework Agreement No: _____

Framework Agreement Due Date: _____

PART 2: STATUS SUMMARY AND ACTIVITIES COMPLETED IN THE MONTH

(Write the summary of the works and activities carried out in the month)

PART 3: TASK PROGRESS

#	Task	% Completed	Notes
1	Concept Design		
2	Business Plan		
2.1	Marketing plan		
2.2	Operational Plan		
2.3	Management and Human Resource Plan		
2.4	Maintenance/ Facilities Management Plan		
2.5	Socio-Economic Benefit		
2.6	Smart solution		
3	Financial Plan		

PART 4: PROGRESS OF MILESTONE

1. Engagement and confirmation of partners/affiliated company for the development.

2. Obtain financier or investor commitment letter.

3. Obtain a comfort letter from a bank or financial institution.

PART 5: CHALLENGES AND ISSUES IN THE PERIOD

DECLARATION

I hereby confirm that all information provided in this progress report is true and correct to the best of our knowledge.

For and on Behalf of (Developer)

(Authorized Signatory)

Name:

Designation

For RACL Use Only

Received by

Name:

Designation:

Date:



Progress Through Connectivity
