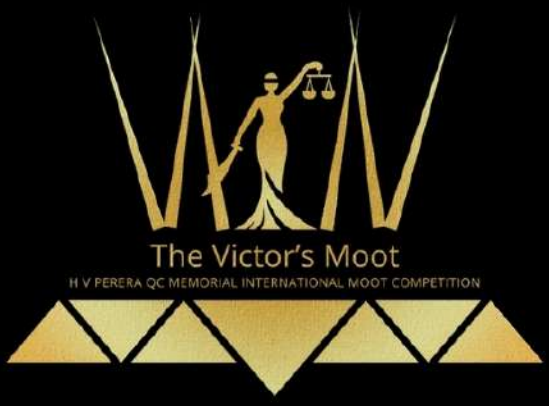


THE MOOT PROBLEM

THE 9TH VICTOR'S MOOT

THE MOOT SOCIETY OF SRI LANKA LAW COLLEGE

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Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria.
Tel: (00) 135 7575; Telefax: (00) 987 5757
ro.hammond@legal.me

14th January 2026

Registrar,
International Chamber of Commerce,
Arbitration Secretariat,
33-43, Avenue du Président Wilson
75116 Paris,
France.
Tel.: +33 1 49 53 29 05
arb@iccwbo.org

Dear Sir,

I hereby submit the enclosed Request for Arbitration on behalf of my client, *Ettoria Reclamation and Construction Company (Pvt.) Ltd.*, pursuant to Article 4 of the Arbitration Rules 2021 of the International Chamber of Commerce (ICC Rules). A copy of the Power of Attorney authorizing me to represent *Ettoria Reclamation and Construction Company (Pvt.) Ltd* in this Arbitration is also enclosed.

The relevant filing fees have already been paid by my client.

The Contract giving rise to this Arbitration provides that the place of Arbitration shall be Singapore, and that the Arbitration shall be conducted in English. The Arbitration Agreement provides for three arbitrators. In the circumstances, my client hereby nominates Dr. Bodhi Dhana, 77, Central Road, Matro, Ettoria as its Arbitrator.

The required documents are attached.

We will also upload these documents to the ICC Case Connect platform. We request that the Secretariat notify the Respondent electronically or via courier.

We look forward to receiving your confirmation of receipt and the assigned case number in due course.

Sincerely yours,

Ricardo Hammond
Ricardo Hammond

Attachments:
Request for Arbitration with Exhibits
Power of Attorney *(not reproduced)*
Confirmation of Payment of Filing Fee *(not reproduced)*

Request for Arbitration

(pursuant to Article 4 of the ICC Arbitration Rules 2021)

in the Arbitral Proceedings
Ettoria Reclamation and Construction Company (Pvt.) Ltd vs. Alexandria Land Development Corporation

14th January 2026

PARTIES AND REPRESENTATION - Articles 4(3)(a), 4(3)(b)

1. The Claimant:

   Ettoria Reclamation and Construction Company (Pvt.) Ltd.,
   56, Penelope Square,
   Molsheim,
   Ettoria.

2. The Claimant will be represented in the Arbitration by Ricardo Hammond, 31/2A, Tron Square, Molsheim, Ettoria.

3. The Respondent:

   Alexandria Land Development Corporation,
   17, Main Street,
   Affalterbach,
   Alexandria.

THE ARBITRATION AGREEMENT – Article 4(3)(e)

4. This Request is submitted pursuant to the Dispute Resolution Clause contained in the Contract (Clause 11) entered into between the Claimant and Respondent dated the 1st of July 2022 **(Claimant Exhibit C1).**

STATEMENT OF FACTS – Article 4(3)(c)

5. The Claimant, Ettoria Reclamation and Construction Company (Pvt.) Ltd., is a company duly incorporated in the Republic of Ettoria ("Claimant").

6. The Respondent, Alexandria Land Development Corporation, is a Statutory Corporation established by Law No. 41 of 1983 of the Republic of Alexandria ("Respondent").

7. On the 3rd of January 2022, the Claimant's Chief Executive Officer ("CEO"), Mr. Michael Hamilton, approached the Chairperson of the Respondent, Mrs. Victoria Henderson, at the Alexandria Investors Summit 2022 and expressed their interest and willingness in spearheading the reclamation of the city of Veyronia, a planned and highly discussed venture, to construct a new business and pleasure hub pursuant to reclaiming land on the West Coast of the Republic of Alexandria ("The Veyronia Project").

8. Mrs. Henderson conveyed this Expression of Interest to the President of Alexandria, Mr. Boris Glenfiddich, who also functioned at the time as the Minister of Land

Development of Alexandria. Pursuant to that Mr. Glenfiddich instructed Mrs. Henderson to enter into initial negotiations with the Claimant.

9. Pursuant to the negotiations, the Claimant and Respondent entered into the aforesaid Contract on the 1st of July 2022 (**Claimant Exhibit C1**), for the reclamation and development of 300 Hectares of land on the West Coast of Alexandria.

10. Under the said Contract, the Claimant was *inter alia* required to invest an estimated sum of USD 950 Million for the reclamation and development and complete the works by 30th August 2027. The project commencement date was agreed as 1st August 2022. In consideration, the Respondent undertook to grant a 99-year lease on 50% of the reclaimed land to the Claimant. The remaining 50% of the reclaimed land was to be developed by the Respondent or any other State entity of the Republic of Alexandria.

11. The Contract expressly provided that the economic viability of the Project for the Claimant was premised upon the promised 99-year lease and the Claimant's right to commercially develop the leased land (approximately 150 Hectares).

12. Prior to the commencement of the works, the Claimant received a written confirmation from the Respondent stating that it has fulfilled the Conditions Precedent set out in Clause 5 of the Contract. **(Claimant Exhibit C2).**

13. The Claimant began reclamation activities on the 3rd of August 2022 and was carrying out the relevant work in a smooth and efficient manner which was complemented by significant governmental support and investor protection as per the Alexandrian Strategic Foreign Investment Law. **(Claimant Exhibit C3).**

14. In January 2025, the Socialist Peoples' Front (SPF) formed a new Socialist government in Alexandria following the general election held in December 2024.

15. Throughout its election campaign, SPF had made election promises to scrutinize the contracts relating to all ongoing public infrastructure development projects entered into by State entities, if they form a government following the general election.

16. On the 30th of June 2025, on the directive of the Cabinet of Ministers of Alexandria, the Respondent issued an indefinite suspension order to the Claimant suspending the Veyronia Project. **(Claimant Exhibits C4A and C4B)**. By this date, almost 3 out of the 5 years stipulated in the contract had elapsed and the Claimant had completed approximately 65% of the total reclamation.

17. An article published in one of the State-run newspapers of Alexandria, 'THE SCROLL,' provided a pro-government standpoint on the suspension of the Veyronia Project alleging environmental non-compliance and the project proposal submitted by the Claimant being an unsolicited proposal. **(Claimant Exhibit C5).**

18. It is the Claimant's position that, contrary to any suggestion that there was a failure to comply with the environmental laws of Alexandria, the Environmental Impact Assessment Study ("EIA Study") submitted by the Claimant to the Respondent clearly identified the benefits to the atmosphere, as well as the indirect oceanic benefits arising from the project (**Claimant Exhibit C6**).

19. It is also the Claimant's position that the Veyronia Project fulfilled the exceptions in which an unsolicited proposal can be entertained, in accordance with Section 25 of the Alexandrian Strategic Foreign Investment Act.

20. Owing to the suspension of the project, the Claimant has incurred massive loss of profit and opportunity cost. A statement issued by the CEO of the Claimant Mr. Michael Hamilton on the initiation of the project, the subsequent suspension, and the resulting implications is attached. **(Claimant Exhibit C7).**

21. Upon the receipt of the aforesaid Project Suspension Order, the Claimant sent a written communication dated the 15th of July 2025, inquiring the reasons for the suspension of the Veyronia Project and put the Respondent on notice that the Claimant reserves its rights to pursue legal remedies against the Respondent if the said suspension was not lifted without any undue delay **(Claimant Exhibit C8)**.

22. In response to the aforesaid communication sent by the Claimant, the Respondent informed the Claimant on the 20th of July 2025 **(Claimant Exhibit C9)**, that the suspension shall not be removed until the Respondent in consultation with the Environmental Authority of Alexandria and a new Presidential Committee on Sustainable Development, performs an investigation into various allegations by affected communities, including Alexandria's West Coast Fishing Community, that the project had been implemented without performing a detailed Environmental Impact Assessment as required under applicable law and without taking adequate measures to address environmental harm.

LEGAL EVALUATION – Article 4(3)(c)

23. The unilateral, indefinite, and immediate suspension of the Veyronia Project by the Respondent based on unsubstantiated allegations of environmental non-compliance constitutes a fundamental breach of contract.

24. Further, there is no valid legal basis to suspend the project on the premise that the Contract between the Claimant and the Respondent had been entered into pursuant to an unsolicited proposal being submitted by the Claimant, which should not have been evaluated.

25. The said unilateral suspension which has been in operation since the 30th of June 2025 (for over 06 months and continuing), has given the Claimant the right to terminate the Contract.

26. The Claimant asserts that:

    i. In terms of the Contract, the obligation to obtain all relevant clearances and approvals for the Project including the clearance from the Environmental Authority of Alexandria was with the Respondent as per Clause 05 of the Contract.

    ii. The Respondent provided a written communication to the Claimant confirming that Clause 05 of the Contract has been complied with **(Claimant Exhibit C2).**

iii. There is no valid legal or reasonable basis for the Respondent to suspend the project indefinitely with immediate effect.

iv. The Respondent's position that the Veyronia Project was an unsolicited proposal and contravenes the Alexandrian Procurement Guidelines is an unsubstantiated position. In any event, the Claimant relied on the confirmation provided by the Respondent that all conditions precedent set out in Clause 05 of the Contract have been fulfilled.

v. To date, the Respondent has not taken any effective measures to complete the purported investigation it was going to undertake in consultation with the Environmental Authority of Alexandria and a new Presidential Committee.

vi. The unilateral suspension of the Project by the Respondent is causing severe losses and expenses to the Claimant, which the Claimant estimates as at the date of sending this Request for Arbitration as USD 850 Million.

27. The Claimant has done its due diligence and has smoothly completed 65% of the reclamation activities of the Veyronia Project in accordance with the highest construction safety standards and environmental compliances.

28. Pursuant to being informed of the indefinite suspension of the Veyronia Project, between July 2025 and September 2025, on multiple occasions the Claimant attempted to resolve the matter amicably. However, these attempts proved unsuccessful.

29. In the aforesaid circumstances, the Claimant has no alternative but to pursue Arbitration pursuant to the Clause 11 of the Contract.

REQUEST – Article 4(3)(d)

30. In light of the aforementioned circumstances, Claimant prays the Arbitral Tribunal for the following orders:

a) A declaration that the Unilateral and Immediate Suspension of the Veyronia Project by the Respondent constitutes a breach of contract;

b) A declaration that the failure and/or refusal on the part of the Respondent to remove the said Unilateral and Immediate Suspension of the Project within 90 days of such suspension gives the Claimant the right to Terminate the Contract;

c) Award damages and/or compensation to the Claimant in the amount of USD 850 Million, which includes consequential losses and opportunity cost including but not limited to the costs incurred in reclamation works completed to date; financing and demobilization costs; and the loss of the 99-year leasehold interest over 150 hectares;

d) Interest on the compensation awarded at the rate of 10% per annum from the date of suspension until the date of receipt of payment;

e) Reimbursement of all costs incurred by the Claimant in connection with this Arbitration, including but not limited to legal fees and arbitration costs; and

f) Any other relief that the Arbitral Tribunal deems just and equitable.

Ricardo Hammond

Ricardo Hammond

CLAIMANT'S INDEX OF EXHIBITS

In the Arbitral Proceedings:

Ettoria Reclamation and Construction Company (Pvt.) Ltd. v. Alexandria Land Development Corporation

Exhibit	Date	Description	Referenced in Paragraph(s)
C1	**1 July 2022**	**Primary Contract: Agreement for the reclamation of Veyronia and the 99-year lease agreement.**	**4, 9**
C2	**15 July 2022**	**Email Indicating Fulfillment of Conditions Precedent:** An email by the Respondent giving the Claimant the green light to begin reclamation works.	**13, 24(ii.)**
C3	**10 August 2017**	**The Alexandrian Strategic Foreign Investment Law 2017**	**13**
C4(a)	**30 June 2025**	**Cabinet Memorandum:** Press Release Indicating the suspension of the Veyronia Project	**16**
C4(b)	**30 June 2025**	**Suspension of Work Order:** Notice to suspend operations issued to the Claimant by the Respondent	**16**
C5	**July 2025**	**THE SCROLL' Magazine Article:** Alexandrian Pro-Government Magazine Article highlighting the purported procedural irregularities in gaining approval for the Veyronia Project	**17**
C6	**28 March 2022**	**Extract of the EIA Study by Claimant:** Technical data regarding the air quality benefits of the Urban Forest and reduction of acid rain.	**18**
C7	**10 January 2026**	**Statement of Claimant CEO:** Formal testimony of Mr. Michael Hamilton (Claimant CEO) regarding project initiation and losses incurred for the Veyronia Project	**20**
C8	**15 July 2025**	**Claimant's Inquiry to Respondent:** Claimant inquires as to the reasons for the suspension of the Project	**21**
C9	**20 July 2025**	**Respondent's Reply to Inquiry:** Respondent informs Claimant that an independent investigation is to be held	**22**

CLAIMANT EXHIBIT C1

THE CONTRACT FOR THE RECLAMATION AND DEVELOPMENT OF THE WESTERN COASTAL BELT OF THE REPUBLIC OF ALEXANDRIA

This Contract is entered into on this 1st day of July 2022, by and between:

Ettoria Reclamation and Construction Company (Pvt.) Ltd., (hereinafter referred to as the "Investor"), a company incorporated under the laws of Ettoria, having its registered office at 56, Penelope Square, Molsheim, Ettoria; and

Alexandria Land Development Corporation (hereinafter referred to as the "Employer"), a Statutory Corporation established by Law No. 41 of 1983 of the Republic of Alexandria, having its registered office at 17, Main Street, Affalterbach, Alexandria.

Collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the Investor is a Company duly incorporated in the Republic of Ettoria and is a reputed investment and infrastructure development company who seeks to expand its portfolio through the reclamation of the planned City of Veyronia and thereafter hold a 99-year lease on 50% of the reclaimed land.

WHEREAS, the Employer is a Public Corporation duly established by law and is willing to enter into a contract with the Claimant for the reclamation of land and development of the planned City of Veyronia, thereby increasing the geographical and economic capacities of the Republic of Alexandria.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements set forth herein, the Parties agree as follows:

Clause 01: Definitions

"Veyronia" means the planned project to reclaim 300 hectares of land on the West Coast of Alexandria near the West Point of the Capital City of Affalterbach.

"Approvals to Proceed" means the regulatory and legal clearance required from the relevant competent authorities of the Republic of Alexandria for the land reclamation and development of the Veyronia Project, including the clearance to grant a 99-year lease over 50% of the reclaimed land to the Investor.

Clause 02: Subject Matter

2.1 The Investor agrees to undertake the reclamation of the entirety of Veyronia, comprising 300 hectares.

2.2 In consideration of the reclamation works, the Employer shall grant the Investor a lease over 150 hectares, i.e., 50% of the reclaimed land for a term of ninety-nine (99) years.

2.3 The remaining 150 hectares shall be available for development by the Employer or any other governmental entity of the Republic of Alexandria.

Clause 03: Representations and Warranties

3.1 By the Employer:

(a) The Employer warrants that it holds valid rights to the entirety of the 300 hectares of Ocean Area on the West Coast of Alexandria.

(b) The Employer represents that it is capable of granting or obtaining all necessary governmental and regulatory approvals to enable the Investor to proceed with the reclamation works.

3.2 By the Investor:

(a) The Investor represents that, to the best of its knowledge, there are no deficiencies in the Environmental Impact Assessment Study submitted by the Investor to the Employer.

(b) The Investor warrants that it has the financial ability and the technical capability to fulfill its obligations under this Contract.

Clause 04: Consideration

The Parties agree that the sole consideration payable to the Investor for undertaking the reclamation works shall be the grant of the 99-year lease referred to in Clause 2.2 above.

Clause 05: Conditions Precedent

5.1 The following Conditions shall be satisfied by the Employer:

5.1.1. The Employer shall deliver to the Investor, satisfactory written evidence:

(i) that the Cabinet of Ministers of Alexandria has approved the terms of this Contract;

(ii) that the Minister in Charge of the Land Development has authorised and approved the dredging of the sea bed and reclamation of the foreshore as provided for under Section 30 of the Alexandrian Land Development Law 2005 to the extent necessary;

(iii) that the Cabinet of Ministers of Alexandria has approved the Veyronia Project as a Strategic Foreign Investment Project in terms of Section 100 of the Alexandrian Strategic Foreign Investment Act 2017;

(iv) that the Environmental Authority of Alexandria has issued an Environmental Protection Approval (EPA) under Section 25 of the Alexandrian Environmental Act 2017 to confirm that the required environmental clearances and approvals have been granted for the Investor to commence and complete the Project; and

(v) all other Approvals to Proceed have been obtained and/or secured by the Employer.

5.2 The Employer acknowledges that regulatory approval processes are subject to the discretion of the relevant competent authorities of the Republic of Alexandria and accepts all risks associated with delays or denials of such approval.

Clause 06: Investment Concessions

6.1 In accordance with Section 35 of the Alexandrian Strategic Foreign Investment Act 2017 the following concessions and/or rights and/or benefits and/or exemptions and/or privileges are hereby granted to the Investor in connection with and/or in relation to the Project:

6.1.1. Customs Law

All Project Related Items imported by the Investor during the Project Implementation Period shall be exempted from customs duty.

6.1.2. Excise Law

An exemption from the payment of excise duty is granted to the Investor on import of project related goods and services purchased or acquired for the Project during the Project Implementation Period.

6.1.3. Value Added Tax Law

The importation of Project related goods and services and the local purchases of project related goods and services during the Project Implementation Period shall be exempted from charge and payment of Value Added Tax.

6.1.4. Corporate Income Tax

The provisions of the Alexandrian Inland Revenue Law 2010, relating to the imposition of income tax on the Project Company on profit and income shall not apply during the Tax Exemption Period reckoned from the year of assessment as may be determined by the Board according to the definition of "Tax Exemption Period".

6.1.5. Property Transfer Tax/Land Tax

In the event that any tax, levy or charge payable in respect of land or on the transfer of land is introduced or enacted, an exemption from the same shall be granted to the Investor together with any person or legal entity acquiring leasehold interest in land from the Investor.

Clause 07: Termination for Prolonged Suspension

7.1 Right to Terminate

In the event that the performance of the reclamation and development works by the Investor is suspended, hindered, or delayed by the Employer, or by any governmental authority of the Republic of Alexandria (including but not limited to the issuance of a Suspension Order) for no fault and/or breach on the part of the Investor, for a continuous period exceeding ninety (90) days

(three months), the Investor shall have the right to terminate this Contract with immediate effect by providing written notice to the Employer.

7.2 Consequences of Termination:

Upon termination pursuant to Clause 7.1, the Investor shall be entitled to recover from the Employer, and the Employer shall be liable for:

(a) Payment to Investor of the total sum invested in the Project by the Investor up to the date of suspension, including 25% of the sum yet to be invested in the Project or 15 % of the total sum invested at the time of termination, whichever is higher, to represent all consequential losses, including the loss of the 99-year leasehold interest and the anticipated profit from the Project;

(b) All costs reasonably incurred by the Investor in anticipation of continued performance and the subsequent winding down of site operations;

(c) Interest on all such sums at a rate of 10% per annum from the date the payment first became due until the date of actual payment.

7.3 Survival:

The right to claim compensation under this Clause shall survive the termination of the Agreement and may be pursued through the Dispute Resolution procedure defined in the Contract.

Clause 08: Limitation of Liability

The Investor shall not be liable for any losses, damages, or claims arising from the failure to obtain any project related approval, except where such failure is due to willful misconduct or gross negligence on the part of the Investor.

Clause 09: Confidentiality

9.1 The Parties agree to maintain the confidentiality of the terms of this Contract and any information exchanged in connection with its performance.

Clause 10: Governing Law

10.1 This Agreement shall be governed by and construed in accordance with the laws of Alexandria (Identical to the Laws of England), without regard to its conflict of law provisions.

Clause 11: Dispute Resolution

11.1 Any dispute, controversy, or claim arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination, which remains unresolved for more than 15 days after one party has made a written request to the other to participate in discussions to pursue the possibility of reaching an amicable resolution, shall first be submitted to the Minister in charge of the subject of Land Development in the Republic of Alexandria, who shall endeavour to facilitate an amicable settlement by negotiation within thirty (30) days from the date on which the dispute is submitted to him.

If the dispute is not resolved within the said period, the Parties shall seek to resolve the dispute through mediation. Such mediation shall be conducted in accordance with a procedure to be agreed between the Parties, or, failing agreement, in accordance with such procedure as the mediator or any agreed appointing authority may determine.

If a mediator is not appointed within a reasonable period, or if the mediation is not commenced, continued, or concluded for any reason, either Party may refer the dispute directly to arbitration.

Any dispute which has not been resolved as above shall be finally resolved by arbitration administered by the International Chamber of Commerce (ICC) International Court of Arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC Arbitration Rules) for the time being in force, which Rules are deemed to be incorporated by reference into this Clause. Arbitration proceedings shall be initiated within three (3) months of the dispute arising.

11.2 The seat of arbitration shall be Singapore.

11.3 The language of the arbitration shall be English.

11.4 The Tribunal shall consist of three (3) arbitrators to be appointed in accordance with the ICC Arbitration Rules.

11.5 The decision of the arbitral tribunal shall be final and binding on the Parties.

……	……
For the Investor	For the Employer

CLAIMANT EXHIBIT C2

Alexandria Land Development Corporation

From: Victoria Henderson <vickyhenderson@aldc.alex>
Sent: 15 July 2022, 10:00
To: Michael Hamilton <mike.hamilton@ercc.ett>
Re: **Fulfillment of Conditions Precedent**

Dear Mr. Hamilton,

I am pleased to convey that all the Conditions Precedent pursuant to Clause 05 of the Contract have been fulfilled!

Looking forward to seeing reclamation begin as soon as possible!

Best Regards,

Victoria

Victoria Henderson
Chairperson
Alexandria Land Development Corporation
17, Main Street,
Affalterbach,
Alexandria.

CLAIMANT EXHIBIT C3

Strategic Foreign Investment Act 2017

2017 CHAPTER 15

AN ACT TO PROMOTE STRATEGIC FOREIGN INVESTMENT PROJECTS; TO PROVIDE INVESTOR CONCESSIONS IN RELATION TO IDENTIFIED STRATEGIC DEVELOPMENT PROJECTS; AND TO PROVIDE FOR MATTERS CONNECTED THEREWITH OR INCIDENTAL THERETO. [10th August 2017]

BE it therefore enacted by the Parliament of the Republic of Alexandria as follows: -

(…)

Section 25 – Admissibility of Unsolicited Proposals

(1) The contracting authority is authorized to consider unsolicited proposals pursuant to the procedures set forth in sub-provisions 25(2)(a), 25(2)(b) and 25(2)(c), provided that such proposals do not relate to a project for which selection procedures have been initiated or announced.

(2) (a) Following receipt and preliminary examination of an unsolicited proposal, the contracting authority shall inform the proponent as soon as practicable whether or not the project is considered to be potentially in the public interest.

(b) If the project is considered to be potentially in the public interest under paragraph (2)(a), the contracting authority shall invite the proponent to submit as much information on the proposed project as is feasible to allow the contracting authority to make a proper evaluation of the proponent's qualifications and the technical and economic feasibility of the project and to determine whether the project is likely to be successfully implemented on terms acceptable to the contracting authority. For this purpose, the proponent shall submit a technical and economic feasibility study, and an environmental impact study to the contracting authority.

(c) In considering an unsolicited proposal, the contracting authority shall respect the intellectual property, trade secrets or other exclusive rights contained in, arising from or referred to in the proposal. The contracting authority shall not make use of information provided by or on behalf of the proponent in connection with its

unsolicited proposal other than for the evaluation of that proposal, except with the consent of the proponent.

(d) Except as otherwise agreed by the parties, the contracting authority shall, if the proposal is rejected, return to the proponent the original and any copies of documents that the proponent submitted and prepared throughout the procedure.

(…)

Section 53 – Foreign Investment Concessions

(1) A 10-year corporate income tax holiday period will be facilitated under the Alexandrian Inland Revenue Law 2010 commencing from either the first year in which the foreign investor makes a taxable profit or two (02) years after commencement of commercial operations, whichever falls first and subsequently a concessionary rate of 6% for 15 years.

(2) Importation of Project Related Items would be exempted from customs duty.

(3) Importation of Project Related Goods and Acquisition of services for the project would be exempted from Excise Duty.

(4) The importation of Project related goods and services and the local purchases of Project related goods and services during the Project Implementation Period shall be exempted from charge and payment of Value Added Tax (VAT) under the Value Added Tax Law No. 2 of 2019

(5) The provisions of the Alexandrian Inland Revenue Law 2010, relating to the imposition of income tax on the Project Company on profit and income shall not apply during the Tax Exemption Period reckoned from the year of assessment as may be determined by the Board according to the definition of "Tax Exemption Period".

(6) In the event that any tax, levy or charge payable in respect of land or on the transfer of land is introduced or enacted, an exemption from same shall be granted to the foreign investor together with any person or legal entity acquiring leasehold interest in land from the foreign investor.

(…)

Section 100 – Interpretation

Unless the context otherwise requires, "Strategic Foreign Investment Project" means a project which is in the national interest and which is likely to bring economic and social benefit to the country and which is also likely to change the landscape of the country, primarily through;

(a) the strategic importance attached to the proposed provision of goods and services, which will be of benefit to the public;

(b) the substantial inflow of foreign exchange to the country;

(c) the substantial employment which will be generated and the enhancement of the income earning opportunities; and

(d) the envisaged transformation in terms of technology.

(…)

CLAIMANT EXHIBIT C4(a)

Press Briefing of the Cabinet Decision Taken on 2025-06-30

THE HOUSE

SUSPENSION OF PROJECT 'VEYRONIA' ARTIFICIALLY RECLAIMED LAND IN ALEXANDRIA

- A city built on a land spanning 300 hectares reclaimed from the Alexandrian Ocean named 'Veyronia' had been planned for the West Coast of Alexandria, which had been identified as a potential commercial and tourist hub in accordance with the Foreign Investment and Tourism Expansion Plan.

- The reclamation of land from the Ocean commenced on the 3rd of August 2022 by a foreign investor.

- Having been apprised by the Minister of Land Development (His Excellency the President) that the relevant authorities have been informed not to proceed with further reclamation of land for Veyronia until a detailed investigation is conducted concerning the adequacy of the environmental impact assessments undertaken prior to implementing the said project, the Cabinet has decided that the reclamation activities should be suspended with immediate effect until a comprehensive investigation is concluded by the Alexandria Land Development Corporation in consultation with the Environmental Authority of Alexandria and the Presidential Committee to Scrutinize Foreign Investment.

CLAIMANT EXHIBIT C4(b)

ALEXANDRIA LAND DEVELOPMENT CORPORATION

TO THE ATTENTION OF:

NAME: Ettoria Reclamation and Construction Company (Pvt.) Ltd.
ADDRESS: 56, Penelope Square, Molsheim, Ettoria.

REGARDING:

PROJECT NAME: The Veyronia Project (Artificially reclaimed land off the Coast of Affalterbach, Alexandria)
LOCATION OF WORK: Affalterbach, Alexandria.
PROJECT MANAGER: Mr. Hiro Hamada
PROJECT NUMBER: LR/2022/07

TAKE NOTICE THAT:

ALL OPERATIONS ON THE PROJECT ABOVE ARE TO BE SUSPENDED EFFECTIVE FROM THE THIRTIETH DAY OF JUNE IN THE YEAR TWO THOUSAND AND TWENTY FIVE AND SHALL REMAIN UNDER SUSPENSION UNTIL FURTHER DIRECTED.

BACKGROUND TO ISSUANCE OF SUSPENSION ORDER:

- FAULTY ENVIRONMENTAL IMPACT ASSESSMENTS
- IMPROPER REGULATORY APPROVALS
- PROJECT IS AN UNSOLICITED PROPOSAL

SUSPENSION ORDER ISSUED BY:
NAME: Merida Wilkins
TITLE: Chairperson of the Alexandria Land Development Corporation
DATE: 30th June 2025

SIGNATURE: *Merida W.*

SUSPENSION ORDER ACKNOWLEDGED BY:
NAME: Michael Hamilton
TITLE: Chief Executive Officer of Ettoria Reclamation and Construction Company (Pvt.) Ltd.
DATE: 1st July 2025

SIGNATURE: *M. Hamilton*

THE SCROLL

ISSUE 160 - July 2025 www.thescrollmag.alex

Ettorian Reclamation Company Gets The Red Light - Rules Haven't Been Followed, Veyronia Has Been Halted

The over-ambitious developer from the Republic of Ettoria, Ettoria Reclamation and Construction Company (Pvt.) Ltd. has had its biggest project to date brought to a screeching halt. In accordance with the heightened level of diligence that has been brought in by our new Administration, headed by President Directa Leadre, many irregularities have been found at the core of the Veyronia Project.



The first infraction is the lack of an adequate Environmental Impact Assessment. Many concerns were raised by the local fisher communities, Marine Conservation NGOs and Environmental movements regarding the socio-environmental impact of the Veyronia Project. However, in a move characteristic of the previous government, swift cabinet approval was granted for this absolute behemoth of a project which would have no doubt altered the oceanic behaviour on Alexandria's West Coast in itself. The second infraction is the fact that this entire Project was elevated from its "crazy idea" phase (where it should have remained), only after our former Chairperson of the Land Development Corporation got cozy with the Investor at our Investors Summit in the Year 2022.

The Ettorians obviously have something to say. They say that they conducted a thorough Environmental Impact Assessment Study and that proper approvals were given. However, their big talk cannot be entertained under any circumstances, given that they took their own sweet time to address this dispute as they were far too busy cozying up to the Emirs in the United Arab Emirates. The Scroll learns from no one other than our Ambassador to the UAE that the Ettorians were playing the 'keen first-row student' role again in order to gain approval to develop the Marina around the Pearl Tower, which is due to become the tallest building in the world upon completion next June.

Gratitude is due to our diligent administration in keeping their election promises, once and for all!

CLAIMANT EXHIBIT C6

ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD.

Project Reference No: - 1948

Artificial Land Reclamation Project
in the Capital City of Affalterbach
on the West Coast of the Republic of Alexandria

Environmental Impact Assessment Study

Alexandria Land Development Corporation
17, Main Street,
Affalterbach, Alexandria.

28th March 2022

(…)

5. Environmental Impact Prediction and Assessment

5.1. Atmospheric Environmental Impact Assessment

During the reclamation of land, the negative impacts to the atmosphere arrive in the form of inevitable release of dust and fumes into the atmosphere owing to the pumping of sand, fumes from vessels carrying sand, exhaust from construction equipment and general construction activities pursuant to the completion of the reclamation activities.

However, pursuant to the construction of an Urban Wetland Park on 150 acres of the reclaimed land, an expert report of the internationally renowned independent Environmental Thinktank, "Verde," predicts;

a) **A 60% increase in the production of oxygen in the surrounding area of the city of Affalterbach in comparison to current oxygen production from existing greenery.**
b) **A significant restoration to the Ozone Layer above Alexandria within a 5-year period.**
c) **A 70% reduction in the acidity of rainwater, which could yield benefits to crops and marine life.**

(…)

CLAIMANT EXHIBIT C7

Statement of Michael Hamilton

Born 3rd November 1975

1. I have a Bachelor's and a Master's Degree in Sustainable Construction and have been functioning as the CEO of Ettoria Reclamation and Construction Company (Pvt.) Ltd. since January 2017.

2. I have successfully overseen different construction projects such as an Underwater Hotel in Ettoria, a Ski Resort in the Himalayas and a Camping Lodge deep within the Amazon Rainforest.

3. Since the year 2015, before I even took over as the CEO of the Claimant, numerous politicians and consecutive government representatives were speaking about reclaiming land on the West Coast of Alexandria. Even my known associates in the Corporate Sector in Alexandria were expressing their frustration at the lack of initiative to finally make this reclaimed land a reality.

4. In January 2022, amongst our highly publicized success in building the first Ski Resort in the Himalayas, I attended the Alexandria Investors Summit as a Special Invitee.

5. At the summit, the Chairperson of the Alexandria Land Development Corporation, Mrs. Victoria Henderson congratulated me on our successful venture, upon which I conveyed to her, that we would be willing to take up the long-awaited land reclamation project.

6. About 2 weeks later, I was pleasantly surprised to receive an email from Mrs. Henderson, who informed me that she has spoken to the Minister of Land Development of Alexandria, who had instructed her to go ahead with the land reclamation project.

7. Pursuant to receiving the aforementioned email, our company started engaging with the Alexandria Land Development Corporation with the objective of submitting a proposal to undertake the development of the Project. During negotiations, our representatives inquired from Alexandrian Officials regarding the necessary permissions to be taken before construction commences. Our representatives were told to submit a proper Environmental Impact Assessment Study and to ensure our reclamation plan was as environmentally friendly as possible.

8. The EIA Study and the Reclamation Plan we subsequently submitted were very comprehensive. We took a lot of inspiration from the Underwater Hotel we constructed in Ettoria, the construction of which reported only a 1.5% decrease in fishermen's yield and increased the tide line in the adjacent coastal areas by merely 2 centimeters.

9. Additionally, a Greenpeace Independent Survey found that the Urban Forest to be cultivated by the Alexandrian Government on the 50% of Veyronia held by them from the inception was predicted to significantly improve air quality, which would indirectly even benefit the ocean owing to the resulting reduction of acid rain, which has raised concerns in Alexandria in the recent past.

10. We were subsequently informed by Alexandria Land Development Corporation that the EIA Study was acceptable and that they would take care of obtaining all required governmental approvals for the Project.

11. Pursuant to the issue of the Indefinite Suspension Order, the new Chairperson of the Land Development Corporation, Merida Wilkins refused to engage in any negotiations with us concerning the indefinite suspension until the conclusion of an independent investigation.

12. Our company decided to initiate this Arbitration only after exhausting all attempts to contact and negotiate with the Respondent regarding the recommencement or discontinuation and compensating the Claimant for all the reclamation activities carried out.

10th January 2026

M. Hamilton

Michael Hamilton

CLAIMANT EXHIBIT C8

ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD.

From: Michael Hamilton <mike.hamilton@ercc.ett>
Sent: 15 July 2025, 10:00
To: Merida Wilkins <meridawill@aldc.alex>
Re: **Indefinite Suspension of the Veyronia Project**

Dear Mrs. Wilkins,

My name is Michael Hamilton, I am the CEO of Ettoria Reclamation and Construction Company (Pvt.) Ltd.

Firstly, allow me to congratulate you on your appointment as the Chairperson of Alexandria Land Development Corporation. I look forward to working closely with you as I did with your predecessor, Mrs. Henderson.

I am rather alarmed by the vague Indefinite Suspension order that we have been sent. We've done quite a lot of good work so far and have invested heavily into this venture.

Please enlighten me on the reasons for such suspension and how we can proceed further.

We may be compelled to pursue legal remedies against the Alexandria Land Development Corporation if the suspension is not lifted without undue delay.

Looking forward to hearing back from you urgently!

Best Regards,

Michael

Michael Hamilton
Chief Executive Officer (CEO)
Ettoria Reclamation and Construction Company (Pvt.) Ltd.
56, Penelope Square,
Molsheim, Ettoria.

CLAIMANT EXHIBIT C9

Alexandria Land Development Corporation

From: **Merida Wilkins <meridawill@aldc.alex>**
Sent: 20 July 2025, 10:00
To: Michael Hamilton <mike.hamilton@ercc.ett>
Re: **Indefinite Suspension of the Veyronia Project**

Dear Mr. Hamilton,

Thank you for your kind sentiments. However, I can assure you that we will not be as close as my predecessor, as unlike her, I follow proper procedure.

Basically, the Veyronia Project was built upon substandard Environmental Impact Assessments and fast-tracked with corrupt governmental approvals.

I see no need to discuss anything further with you until the conclusion of our independent investigation into the Veyronia Project.

The tide has changed, Mr. Hamilton.

I suggest that your approach changes too.

Regards,

Merida

Merida Wilkins
Chairperson
Alexandria Land Development Corporation
17, Main Street,
Affalterbach,
Alexandria.

Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria.

Dear Sir,

The ICC Arbitration Secretariat ("Secretariat") acknowledges receipt of your Request for Arbitration ("Request") dated 14th January 2026. Pursuant to Article 4 of ICC Arbitration Rules in force as from 1st January 2021 ("Rules"), this arbitration commenced on that date.

The caption and reference of this arbitration are indicated above. Please ensure that the caption is accurate and includes the reference Moot-22-10/SK in all future correspondence.

In all future correspondence, any capitalised term not otherwise defined will have the meaning ascribed to it in the Articles and references to the Articles generally will appear as:
"(Article ***)".

Filing Fee - We acknowledge receipt of the USD 5000 non-refundable filing fee.

Your Case Management Team

Basil Fawlty, Counsel……(direct dial number 05 68 36 48 31)
Polly Sherman, Deputy Counsel……...……..…(direct dial number 07 70 40 58 35)
Arishem Nezarr, Assistant…….……(direct dial number 02 87 10 97 88)
Email……...……...……...arbi.2210@icc.arb.org

Please find enclosed a Note that highlights key features of the ICC Arbitration Rules which also includes provisions for Expedited Procedure, Arbitrator's Fees and Administrative Fees.

Finally, we invite you to visit our website at *https://iccwbo.org* to learn more about our Dispute Resolution Services.

Yours faithfully,

Alex Ferrari
Secretary General
ICC International Court of Arbitration

Enclosed
- ICC Arbitration Rules (*click here to access and download them*)
- Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Arbitration Rules (*not reproduced*)

Basil Fawlty, Counsel (direct dial number 05 68 36 48 31)
Polly Sherman, Deputy Counsel (direct dial number 07 70 40 58 35)
(Email: arbi.2210@icc.arb.org)

Mr. Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria

Alexandria Land Development Corporation,
17, Main Street,
Affalterbach,
Alexandria.

Dear Sirs,

Further to the Secretariat's correspondence to ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD. ("Claimant") dated 14th January 2026, we notify the Request for Arbitration ("Request") to ALEXANDRIA LAND DEVELOPMENT CORPORATION ("Respondent")

Notification of a Request for Arbitration

The Secretariat notifies Respondent that, on 16th January 2026, it received the Request for Arbitration from Claimant represented by Mr. Ricardo Hammond, naming ALEXANDRIA LAND DEVELOPMENT CORPORATION as Respondent. Pursuant to Article 4 of the ICC Arbitration Rules in force as from 1st January 2021 ("Rules"), this arbitration commenced on that date.

In all future correspondence, any capitalised term not otherwise defined will have the meaning ascribed to it in the Articles and references to the Articles generally will appear as: "(Article ***)".

The caption and reference of this arbitration are as follows: **Moot-22-10/SK** ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD (Ettoria) vs/ ALEXANDRIA LAND DEVELOPMENT CORPORATION (Alexandria). Please include the reference **Moot-22-10/SK** in all future correspondence.

Answer to the Request for Arbitration
Respondent's Answer to the Request for Arbitration ("Response") is due within 30 days pursuant to Article 5(1) of the ICC Arbitration Rules 2021.

Constitution of the Arbitral Tribunal
The arbitration agreement provides for three arbitrators. The Claimant nominated Dr. Bodhi Dhana as their party nominated arbitrator.

We invite the Respondent to nominate a co-arbitrator in the Response (Article 12.4). If you fail to submit your nomination within 15 days, the ICC Arbitration Court will appoint a co-arbitrator on its behalf (Article 12.4). Once the two co-arbitrators are nominated by both parties, the ICC Arbitration Court shall appoint the third arbitrator who shall be the presiding arbitrator unless the parties agree upon another procedure (Article 12.5)

Place of Arbitration
Singapore

Language of Arbitration
English

Representation
All future correspondence addressed to Claimant will be sent solely to Mr. Ricardo Hammond. If Respondent is represented by counsel, we invite Respondent to provide the relevant contact details.

Your Case Management Team
Basil Fawlty, Counsel……...……..…(direct dial number 05 68 36 48 31)
Polly Sherman, Deputy Counsel……...……..…(direct dial number 07 70 40 58 35)
Arishem Nezarr, Assistant…….……(direct dial number 02 87 10 97 88)
Email……...……..…arbi.2210@icc.arb.org

Please find enclosed a Note that highlights key features of ICC Arbitration which also includes provisions for Expedited Procedure, Arbitrator's Fees and Administrative Fees.

Finally, we invite you to visit our website at *https://iccwbo.org* to learn more about our Dispute Resolution Services.

Yours faithfully,

Alex Ferrari
Secretary General
ICC International Court of Arbitration

Enclosed
- Request for Arbitration with documents annexed thereto (*not reproduced*)
- Case Information (*not reproduced*)
- All correspondence exchanged to date (*not reproduced)*
- ICC Arbitration Rules 2021(*click here to access and download them*)
- Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the ICC Arbitration Rules 2021 (*not reproduced*)

Basil Fawlty, Counsel (direct dial number 05 68 36 48 31)
Polly Sherman, Deputy Counsel (direct dial number 07 70 40 58 35)
(Email: arbi.2210@icc.arb.org)

Mr. Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria.

Alexandria Land Development Corporation
17, Main Street,
Affalterbach,
Alexandria.

Dear Sirs,

The Secretariat encloses a copy of the Statement of Acceptance, Availability, Impartiality and Independence, as well as the Curriculum Vitae of Dr. Bodhi Dhana, whom the Claimant has nominated as co-arbitrator.

Yours faithfully,

Basil Fawlty
Counsel
ICC International Court of Arbitration

Enclosed
- Curriculum Vitae of Dr. Bodhi Dhana *(not reproduced)*
- Statement of Acceptance, Availability, Impartiality and Independence of Dr. Dhana *(not reproduced)*

CC - Dr. Bodhi Dhana

Jeremiah Clarkson,
26, Stuttgart Avenue,
Affalterbach,
Alexandria.
Tel. (0) 87 23 75 96 Telefax (0) 87 24 76 97
jezza@lawyer.alex

27th January 2026

Basil Fawlty
Counsel
International Chamber of Commerce,
Arbitration Secretariat,
33-43, Avenue du Président Wilson
75116 Paris,
France.
Tel.: 05 68 36 48 31
arb@iccwbo.org

Ettoria Reclamation and Construction Company (Pvt.) Ltd. vs. Alexandria Land Development Corporation

ICC Case No. Moot-22-10/SK

Dear Mr. Fawlty,

I hereby indicate that I represent the Respondent in the aforementioned Arbitral Proceedings. A power of attorney is enclosed herewith.

Please find enclosed the Respondent's Answer to the Request for Arbitration, a copy of which has been sent directly to the Claimant.

RESPONDENT nominates as its arbitrator **Dr. Prasay Kavshe** of **18/35, Terra Nova, Sumeria, Alexandria.**

Kindly take the necessary steps for his confirmation as a co-arbitrator.

Best Regards,

Jeremiah Clarkson
Jeremiah Clarkson

Attachments:
- Answer to Request for Arbitration with Exhibits
- Power of Attorney (*not reproduced*)
- Curriculum Vitae of Dr. Prasay Kavshe (*not reproduced*)

CC. – Ricardo Hammond

Answer to the Request for Arbitration

(pursuant to Article 5 of the ICC Arbitration Rules 2021)

in the Arbitral Proceedings
Ettoria Reclamation and Construction Company (Pvt.) Ltd. vs. Alexandria Land Development Corporation

ICC Case No: Moot-22-10/SK

27th January 2026

INTRODUCTION – Articles 5(1)(a), 5(1)(b)

1. The Respondent is:

   Alexandria Land Development Corporation
   17, Main Street,
   Affalterbach,
   Alexandria.

2. The Respondent will be represented in the Arbitration by Jeremiah Clarkson, 26, Stuttgart Avenue, Affalterbach, Alexandria.

3. Alexandria Land Development Corporation ("Respondent") hereby submits its formal Answer to the Request for Arbitration filed by Ettoria **Reclamation and Construction Company (Pvt.) Ltd** ("Claimant").

4. The Respondent categorically denies the Claimant's entitlement to the declaratory relief sought, the claim for damages and compensation with interest and the allegation that the suspension of the Veyronia Project was arbitrary.

PRELIMINARY OBJECTION TO JURISDICTION

5. The Respondent asserts that the Claimant has failed to institute Arbitral Proceedings within the time period specified in Clause 11 of the Contract Agreement, which provides for instituting Arbitral Proceedings within 03 months of the dispute arising.

6. The Claimant also failed to refer the dispute to the Minister of the Land Development Authority for amicable settlement in accordance with Clause 11.1 of the Contract prior to commencing arbitration.

7. In addition, the Claimant did not initiate or attempt to pursue mediation as contemplated under the dispute resolution clause before escalating the matter to arbitration.

8. Accordingly, the pre-arbitral procedures agreed by the Parties, namely referral to the Minister and the subsequent attempt at mediation, have not been complied with. The Tribunal therefore lacks jurisdiction to entertain the present claims, or alternatively, the proceedings are premature until the contractual dispute resolution mechanisms have been properly exhausted.

FACTS – Article 5(1)(c)

9. The Respondent is one of the key statutory corporations which has contributed greatly to the urbanization and environmental beautification of the Republic of Alexandria.

10. In early 2022, the Claimant CEO approached the then Chairperson of the Respondent at the Alexandria Investors Summit 2022 and persuaded her that the Claimant would be the ideal investor to undertake the project of reclamation of land on the West Coast of Alexandria.

11. Upon the persistence of the Claimant's CEO, the then Chairperson of the Respondent had conveyed Claimant's expression of interest to the Former President of Alexandria, who also happened to be the Minister in charge of the subject of Lands. He had encouraged the then Chairperson of the Respondent to proceed with the Veyronia Project.

12. The Respondent and Claimant thereafter entered into negotiations where the Claimant represented their capability of developing environmentally sustainable projects. The Claimant's CEO emailed the then Chairperson of the Respondent an Environmental Impact Assessment Study on the proposed project, representing that it is a comprehensive study that has been completed taking into consideration the potential environmental risks and necessary mitigation measures **(Respondent Exhibit R1).**

13. During the negotiations, the Claimants initial offer was to reclaim Veyronia and lease the entirety of the three hundred acres in order to build a Tourism and Entertainment hub. The Respondent did not accept this offer and had only offered to lease 50% of the reclaimed land for a period of 99 years.

14. Pursuant to the signing of the Contract referred to in the Request for Arbitration and the commencement of the reclamation works by the Claimant, on or about 1st of June 2024, the Marine Environmental Authority of Alexandria (MEPA) submitted a formal complaint to the former President of Alexandria, highlighting the Environmental Destruction brought on by the Claimant's reclamation activities **(Respondent Exhibit R2).**

15. However, the former President, desperate to complete the Veyronia Project and remedy his declining popularity amongst the Alexandrian People, completely disregarded the said formal complaint, terminated the services of the Chairperson of the MEPA, and appointed his nephew, who had worked as a Consultant to the Claimant on a number of projects during the period 2017 to 2020, as the new Chairperson of MEPA.

16. Attached herewith is a statement given by the then-Chairperson of the MEPA, Atlanta Curry, who witnessed the haste with which the Veyronia Project was implemented. **(Respondent Exhibit R3)**

LEGAL EVALUATION

17. After the current Alexandrian Government came into power in January 2025, the Presidential Committee to Scrutinize Foreign Investments found that the Environmental Impact Assessment for the Veyronia Project had been fast-tracked and had not been made available for public scrutiny for the mandatory 60-day period during which public

comments could be submitted as per the Alexandrian Environmental Act **(Respondent Exhibit R4).**

18. The Environmental Impact Assessment Study submitted by the Claimant has very evasively raised concerns about the potential of the Veyronia Project to contribute towards coastal erosion, hinderance to marine biodiversity, and a potential impact on the fisher communities of the adjoining coastal cities, without offering any comprehensive mitigation strategies **(Respondent Exhibit R5).**

19. Despite the deficiencies in the Environmental Impact Assessment Study, the EPA had communicated via email to the Respondent that it has no objection to the Project. This had been done on the encouragement of the then President of Alexandria, who had highlighted the purported Long Term Economic Benefit that the Veyronia Project could yield (**Respondent Exhibit R6).** It is pertinent to note that apart from R6, there exists no formal Environmental Approval issued by the EPA for the Veyronia Project.

20. Contrary to the Claimant's contention that the suspension of the Veyronia Project is solely owing to the indefinite suspension order issued by the Cabinet of Ministers, the Claimant has failed to conduct due diligence in concurrence to the social, political, environmental and economic standing of the Republic of Alexandria. The Claimant has clearly benefited from the corruption which was rampant in the previous Alexandrian Administration.

21. The Claimant, in essence has failed to ensure that all governmental processes and approvals had been granted prior to undertaking the reclamation works.

22. The Claimant's reliance on the Respondent's representations, without adequately considering the regulatory framework, was unreasonable.

23. Any purported damages claimed by the Claimant are speculative and lack basis. The Claimant's financial outlays were not induced by any misconduct on the part of the Respondent. Further, the claimed losses are excessive, speculative, and not within the reasonable contemplation of the parties at the time of their dealings.

RESPONSE TO RELIEF SOUGHT – Article 5(1)(d)

24. In light of the foregoing, the Respondent respectfully requires the Arbitral Tribunal to:

    (a) In the first instance, rule that the Tribunal lacks jurisdiction to consider and/or make an award on the disputes that have been referred to arbitration by the Claimant as the Claimant has failed to comply with Clause 11 of the Contract;
    (b) Dismiss the Claimant's claims *in limine*;
    (c) A declaration that the Respondent is entitled to claim compensation for the environmental harm caused to Alexandria from the reclamation works carried out by the Claimant pursuant to the assessment of damages;
    (d) A declaration that the Respondent is entitled to claim the cost of any environmental remediation pursuant to the assessment of damages to the environment from the reclamation works carried out by the Claimant;

(e) An order that the Claimant shall bear all arbitration costs, including the Respondent's legal fees; and
(f) Any further relief that the Tribunal deems just and appropriate in the circumstances

Jeremiah Clarkson

Jeremiah Clarkson

RESPONDENT'S INDEX OF EXHIBITS

In the Arbitral Proceedings:

Ettoria Reclamation and Construction Company (Pvt.) Ltd. v. Alexandria Land Development Corporation

ICC Moot-22-10/SK

Exhibit	Date	Description	Referenced in Paragraph(s)
R1	**5 March 2022**	**Claimant's Email to Respondent:** Indicating that the EIA Study would be ready soon and the Claimant is enthusiastic to commence work.	**12**
R2	**1 June 2024**	**MEPA Complaint:** Letter by the then Chairperson of the MEPA expressing grave concerns of the Environmental Impact of the Veyronia Project and requesting formal discussions.	**14**
R3	**25 January 2026**	**Statement of former MEPA Chairperson:** Formal testimony of Ms. Atlanta Curry regarding irregularities in approval for the Veyronia Project and the environmental harm caused by the Veyronia Project.	**16**
R4	**4 February 2015**	**Alexandrian Environmental Act 2015**	**17**
R5	**28 March 2022**	**Extract of the EIA Study by Claimant:** Minimal Data regarding the potential harm to the marine environment.	**18**
R6	**30 March 2022**	**Email from the Alexandrian Environmental Authority:** Email sent to the Respondent stating they have no objection to the Environmental Impact Assessment submitted by the Claimant.	**19**

RESPONDENT EXHIBIT R1

ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD.

From: **Michael Hamilton <mike.hamilton@ercc.ett>**
Sent: 5 March 2022, 10:00
To: Victoria Henderson <vickyhenderson@aldc.alex>
Re: **The EIA**

Dear Mrs. Henderson,

I am pleased to convey that our Environmental Impact Assessment Study should be ready in the next couple of days!

We are pleased to learn that the approval process is progressing smoothly. We were apprised of the applicable Environmental Laws and related regulatory procedures in Alexandria. However, we remain confident in our expertise and experience in managing projects of this nature and trust that we are well positioned to meet, and where appropriate exceed, the required standards.

We've achieved so many astounding feats in Ettoria, the Himalayas and the Amazon where Environmentalists said that we were an inspiration. Therefore, trust us when we say that our Environmental Impact Assessment Study should be approved without an issue.

With regards to the other regulatory approval, we are in your more than capable hands!

Best Regards,

Michael

Michael Hamilton
Chief Executive Officer (CEO)
Ettoria Reclamation and Construction Company
56, Penelope Square,
Molsheim, Ettoria.

RESPONDENT EXHIBIT R2

THE MARINE ENVIRONMENTAL PROTECTION AUTHORITY
93, Kaon Square,
Affalterbach, Alexandria.
admin@mepa.alex

1st of June 2024

Mrs. Victoria Henderson,
Chairperson,
Alexandria Land Development Corporation,
17, Main Street,
Affalterbach, Alexandria.

Dear Mrs. Henderson,

SEVERE ENVIRONMENTAL IMPACT OF THE VEYRONIA PROJECT

This it to bring to your attention that we have received several complaints from various stakeholders about the environmental hazards brought upon by the land reclamation activities carried out by Ettoria Reclamation and Construction Company for the Veyronia Project.

"GreatOcean" the foremost Marine Environmental Research Thinktank in Alexandria, has reported a Coastline Erosion of 1.5 meters in Affalterbach and the adjoining coastal cities. Further, the tideline has increased by over 2 meters in certain of those areas as well. They have also expressed grave concern about the discolouration of the "Optimus" Coral Reef, which is the largest coral reef in the continent. Furthermore, local fisher communities have reported a 75% decrease in their catch, which has resulted in their average weekly income reducing by 50%.

Upon perusal of the Environmental Impact Assessment Study submitted by the Investor, I note that certain marine concerns have not been addressed with the level of detail and analysis required under applicable environmental standards.

Further, I am advised by my legal team that the mandatory 60-day public comment period prescribed for Environmental Impact Assessments was not properly followed prior to the issuance of approval. This procedural omission raises serious concerns as to the validity of the assessment process and the regulatory clearance granted thereunder.

I urgently request a meeting with you and your board of officials in order to have an extremely serious discussion concerning further action to be taken to combat the environmental damage brought on by the Veyronia Project. Your urgent attention to this matter is highly appreciated.

Best Regards,

Atlanta Curry
Atlanta Curry
Chairperson
The Marine Environment Protection Authority of Alexandria.

RESPONDENT EXHIBIT R3

Statement of Atlanta Curry

Born 19 August 1979

1. I have a Bachelor's and a Master's Degree in Marine Biology and functioned as the Chairperson of the Marine Environmental Protection Authority from 1st January 2023 to 10th June 2024.

2. Prior to my appointment, I functioned as the Leader of the "Re-Barrier" Project, which was a 12-month long venture to restore life to the Great Barrier Reef in Australia. We were able to restore the Reef to 90% of the state in which it existed in the early 1900's.

3. Given the international reputation held by Ettoria Reclamation and Construction Company, I didn't consider it a priority to further inspect the intricacies of the Veyronia Project and instead focused on combatting the disposal of waste into the ocean by tourist organizations, in which I was successful.

4. However, towards End May 2024, I was approached by various stakeholders who expressed their observations about the changing tide, increasingly rough seas, reduction in marine life and discolouration of the "Optimus" Coral Reef.

5. I immediately brought this to the attention of the former President of Alexandria, Boris Glenfiddich, pursuant to scheduling a face-to-face appointment with him.

6. Throughout the said meeting, President Glenfiddich was rude and disruptive and would not allow me to properly articulate my concerns.

7. On the day after the meeting, I requested to see the Environmental Impact Assessment Study and other approval documentation of the Veyronia Project.

8. Although I was able to obtain the Environmental Impact Assessment Study, I was denied access to the other regulatory approval documentation.

9. Upon perusal of the EIA, I found significant deficiencies in the mention of potential environmental impact and an adequate monitoring and management authority.

10. 3 days after the meeting with President Glenfiddich, I received a letter of termination addressed by the Secretary to the President and was requested to vacate my office within 24 hours.

11. Although I made attempts to call for a Press Conference in order to highlight the rampant mismanagement, the press was warned that stern action would be taken against them.

12. I also received warnings that my career as a marine biologist would be brought to a screeching halt in the event I decided to pursue this action further.

13. 48 hours after my dismissal, Mr. Baron Belvedere was appointed as my successor, I subsequently found that he was the nephew of President Glenfiddich.

14. I strongly believe that Ettoria Reclamation and Construction Company contributed heavily towards the corruption and mismanagement which facilitated the unsupervised construction of the Veyronia Project.

25th January 2026

Atlanta Curry
Atlanta Curry

RESPONDENT EXHIBIT R4

Environmental Act 2015

2015 CHAPTER 08

AN ACT TO PROMOTE STRINGENT ENVIRONMENTAL SAFEGUARDS AND GUIDELINES; TO SPECIFY PROCEDURES FOR ENVIRONMENTAL IMPACT ASSESSMENTS AND INITIAL ENVIRONMENTAL EXAMINATIONS; TO ENABLE INTERNATIONAL ENVIRONMENTAL LEGISLATION IN ALEXANDRIA; AND TO PROVIDE FOR MATTERS CONNECTED THEREWITH OR INCIDENTAL THERETO. [4th February 2015]

BE it therefore enacted by the Parliament of the Republic of Alexandria as follows: -

(…)

Section 2 – General Provisions

(1) Each Party shall take the necessary legal, administrative or other measures to implement the provisions of this Convention, including, with respect to proposed activities that are likely to cause significant adverse transboundary impact, the establishment of an environmental impact assessment procedure that permits public participation and preparation of the environmental impact assessment documentation described in Article 49.

(2) Each Party shall provide, in accordance with the provisions of this Act, an opportunity to the public in the areas likely to be affected to participate in relevant environmental impact assessment procedures regarding proposed activities and shall ensure that the opportunity provided to the public of the affected Party is equivalent to that provided to the public of the Party of origin.

(…)

Section 49 – Contents of an Environmental Impact Assessment

Information to be included in the environmental impact assessment documentation shall, as a minimum, contain;

(1) A description of the proposed activity and its purpose.

(2) A description, where appropriate, of reasonable alternatives (for example, locational or technological) to the proposed activity and also the no-action alternative.

(3) A description of the environment likely to be significantly affected by the proposed activity and its alternatives.

(4) A description of the potential environmental impact of the proposed activity and its alternatives and an estimation of its significance.

(5) A description of mitigation measures to keep adverse environmental impact to a minimum.

(6) An explicit indication of predictive methods and underlying assumptions as well as the relevant environmental data used.

(7) An identification of gaps in knowledge and uncertainties encountered in compiling the required information.

(8) Where appropriate, an outline for monitoring and management programmes and any plans for post-project analysis and;

(9) A non-technical summary including a visual presentation as appropriate (maps, graphs, etc.).

(…)

Section 50 – Consultations on the Environmental Impact Assessment

The Party of origin shall, after completion of the environmental impact assessment documentation, without undue delay enter into consultations with the affected Party concerning, inter alia, the potential transboundary impact of the proposed activity and measures to reduce or eliminate its impact.

Consultations may relate to;

(a) Possible alternatives to the proposed activity, including the no-action alternative and possible measures to mitigate significant adverse transboundary impact and to monitor the effects of such measures at the expense of the Party of origin.

(b) Other forms of possible mutual assistance in reducing any significant adverse transboundary impact of the proposed activity; and

(c) Any other appropriate matters relating to the proposed activity.

The Parties shall agree, at the commencement of such consultations, on a reasonable time-frame for the duration of the consultation period. Any such consultations may be conducted through an appropriate joint body, where one exists.

(…)

Section 52 – Public Comment Requirement for Environmental Impact Assessments

Where an Environmental Impact Assessment is required under this Act, the competent authority shall, prior to the granting of any approval, ensure that a period of not less than sixty (60) consecutive days is afforded for public inspection and comment.

During such period, the Environmental Impact Assessment shall be made available to the public in such manner as may be prescribed, including publication in the Gazette and at least one widely circulated national newspaper, and by providing access at designated public offices.

Any person shall be entitled to submit written comments or objections within the said sixty (60) day period, and the competent authority shall take such comments into consideration prior to making a determination.

Any approval granted in respect of an Environmental Impact Assessment without strict compliance with the requirements set out in this Section shall be liable to be reviewed, suspended, or declared void in accordance with the provisions of this Act.

Section 55 – Conditional or Unconditional Environmental Permit

Upon the completion of an Environmental Impact Assessment Study and pursuant to having the said study available for public inspection and comments for a minimum period of sixty (60) days as provided for in Section 52 of this Act, if the Environmental Authority sees no reason to deny giving its approval for the project, the Environmental Authority may grant a conditional or unconditional Environmental Permit for the relevant project.

(…)

Section 60 – Interpretation

"Party of origin" means the Contracting Party or Parties to this Convention under whose jurisdiction a proposed activity is envisaged to take place.

"Affected Party" means the Contracting Party or Parties to this Convention likely to be affected by the transboundary impact of a proposed activity.

"Concerned Parties" means the Party of origin and the affected Party of an environmental impact assessment pursuant.

"Proposed activity" means any activity or any major change to an activity subject to a decision of a competent authority in accordance with an applicable national procedure.

"Project" means the project in connection with which an application is submitted to the Environmental Authority for an Environmental Permit.

(…)

RESPONDENT EXHIBIT R5

ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD.

Project Reference No: - 1948

Artificial Land Reclamation Project
in the Capital City of Affalterbach
on the West Coast of the Republic of Alexandria

Environmental Impact Assessment Study

Alexandria Land Development Corporation
17, Main Street,
Affalterbach, Alexandria.

28th March 2022

(…)

5. Environmental Impact Prediction and Assessment

5.2. Aquatic Environmental Impact Assessment

During land reclamation activities, the standard impacts can include certain disruptions in the ordinary marine ecosystem such as to marine animals, flora and fauna alongside minute changes to the nature of the ocean in coastal areas.

However, these anomalies are due to settle back to normal 05 years after the reclamation of land is complete.

(…)

RESPONDENT EXHIBIT R6

THE ALEXANDRIAN ENVIRONMENTAL AUTHORITY
40, Kaon Square,
Affalterbach, Alexandria.
admin@aenva.alex

30th of March 2022

Mrs. Victoria Henderson,
Chairperson,
Alexandria Land Development Corporation,
17, Main Street,
Affalterbach, Alexandria.

Dear Mrs. Henderson,

ENVIRONMENTAL APPROVAL FOR THE LAND RECLAMATION PROJECT

We write to you to state that we have considered the Environmental Impact Study submitted by our potential investor.

We see no reason to object to the implementation of the Land Reclamation Project given the economic benefit to the country as emphasized by His Excellency the President.

Wishing you and our potential investor all the very best!

Thanking you,

Yours Sincerely,

Em Pai Tun
Monti Pai-Tun
Chairperson
Alexandrian Environmental Protection Authority

1st February 2026
Moot-22-10/SK
ETTORIA RECLAMATION AND CONSTRUCTION COMPANY (PVT.) LTD. (Ettoria) v.
ALEXANDRIA LAND DEVELOPMENT CORPORATION (Alexandria)

Basil Fawlty, Counsel (direct dial number 05 68 36 48 31)
Polly Sherman, Deputy Counsel (direct dial number 07 70 40 58 35)
(Email: arbi.2210@icc.arb.org)

Mr. Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria

Jeremiah Clarkson,
26, Stuttgart Avenue,
Affalterbach,
Alexandria.

Dear Sirs,

The Secretariat encloses a copy of the Statement of Acceptance, Availability, Impartiality and Independence, as well as the Curriculum Vitae of Dr. Prasay Kavshe, whom the Respondent has nominated as co-arbitrator.

We are now in a position to invite the Secretariat to confirm the co-arbitrators and to appoint the presiding arbitrator pursuant to Article 12.5 of the ICC Arbitration Rules 2021, as the parties have not expressly agreed on a procedure for the appointment of a presiding arbitrator.

Unless the Secretariat is informed otherwise on or before **3rd February 2026**, it shall take the relevant steps for the constitution of the tribunal pursuant to Article 13.2 of the ICC Arbitration Rules 2021.

Yours faithfully,

Basil Fawlty
Counsel
ICC International Court of Arbitration

Enclosed
- Curriculum Vitae of Dr. Prasay Kavshe *(not reproduced)*
- Statement of Acceptance, Availability, Impartiality and Independence of Dr. Prasay Kavshe *(not reproduced)*

c.c. – Dr. Prasay Kavshe

Basil Fawlty, Counsel (direct dial number 05 68 36 48 31)
Polly Sherman, Deputy Counsel (direct dial number 07 70 40 58 35)
(Email: arbi.2210@icc.arb.org)

Dr. Celine De Alwis,
97B, Tudor Avenue,
Metropolis,
Andersonia.

Dr. Bodhi Dhana,
77, Central Road,
Matro,
Ettoria.

Dr. Prasay Kavshe,
18/35, Terra Nova,
Sumeria,
Alexandria.

Mr. Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria

Mr. Jeremiah Clarkson,
26, Stuttgart Avenue,
Affalterbach,
Alexandria.

Dear Sirs,

On 4th February 2026, the ICC International Court of Arbitration Secretariat ("Secretariat"):

- confirmed Dr. Bodhi Dhana as co-arbitrator upon Claimant's nomination (Article 12.4).
- confirmed Dr. Prasay Kavshe as co-arbitrator upon Respondent's nomination (Article 12.4).
- appointed Dr. Celine De Alwis as president of the arbitral tribunal (Article 12.5).

A copy of the Statement of Acceptance, Availability, Impartiality and Independence, as well as the Curriculum Vitae of Dr. Celine De Alwis is enclosed for your information.

Yours faithfully,

Basil Fawlty
Counsel
ICC International Court of Arbitration Secretariat

Enclosed

- Statement of Acceptance, Availability, Impartiality and Independence of Dr. Celine De Alwis *(not reproduced)*
- Curriculum Vitae of Dr. Celine De Alwis *(not reproduced)*

Dr. Celine De Alwis,
97B, Tudor Avenue,
Metropolis,
Andersonia.
celinedealwis@legal.anders

8th February 2026

Mr. Ricardo Hammond,
31/2A, Tron Square,
Molsheim,
Ettoria

Jeremiah Clarkson,
26, Stuttgart Avenue,
Affalterbach,
Alexandria.

Ettoria Reclamation and Construction Company (Pvt.) Ltd. vs. Alexandria Land Development Corporation

ICC Case No: Moot-22-10/SK

Dear Colleagues,

The Arbitral Tribunal appreciates your cooperation during yesterday's Telephone Conference. Please find attached Procedural Order No. 1 which is based on the discussion during the said Telephone Conference.

Best Regards,

For the Arbitral Tribunal,

Celine De Alwis
Presiding Arbitrator

PROCEDURAL ORDER NO. 1
of 8th February 2026
in the Arbitral Proceedings

Ettoria Reclamation and Construction Company (Pvt.) Ltd. vs. Alexandria Land Development Corporation

ICC Case No: Moot-22-10/SK

1. After its constitution and receipt of the file from the ICC International Court of Arbitration Secretariat, the Arbitral Tribunal had agreed with the Parties on its Terms of Reference which were signed by all.

2. In light of these circumstances, the Arbitral Tribunal makes the following orders:

In their next submissions and at the Oral Hearing in Singapore, the Parties are required to address the following issues:

a. Whether the Tribunal has jurisdiction to hear the dispute in light of Clause 11 of the Contract, including:
    a. whether the Claimant complied with the pre-arbitral dispute resolution requirements under Clause 11, namely referral of the dispute to the Minister of the Land Development Authority and the attempt to resolve the dispute through mediation, and the legal consequences of any non-compliance.
    b. whether the Claimant commenced arbitration within the three (3) month period prescribed under Clause 11 of the Contract, and if not, whether the claims are time-barred or otherwise inadmissible.
b. Whether the Suspension Order issued on 30 June 2025 constituted a lawful exercise of regulatory authority or a breach of the Contract, and whether the Claimant was entitled to terminate the Contract pursuant to its terms.
c. If liability is established, whether the Claimant is entitled to damages and compensation, and if so:
    a. the categories of loss recoverable, including reclamation costs and loss of the 99-year leasehold interest;
    b. whether the Claimant mitigated its losses; and
    c. whether interest and costs should be awarded.

3. The submissions are to be made in accordance with the Articles agreed upon at the telephone conference.

4. In the event that the Parties need further information, Requests for Clarification must be made no later than 01st May 2026 via email to *thevictorsmoot@gmail.com*

5. Both Parties are invited to attend the Oral Hearing in Singapore. The details concerning the timing and the venue will be provided in due course.

For the Arbitral Tribunal,

Celine De Alwis
Presiding Arbitrator

PROCEDURAL ORDER NO. 2
of 26th May 2026
in the Arbitral Proceedings

Ettoria Reclamation and Construction Company (Pvt.) Ltd. vs. Alexandria Land Development Corporation

ICC Case No: Moot-22-10/SK

SUPPLEMENTARY FACTS

1. **What is the express provision of Law No. 41 of 1983 of the Republic of Alexandria?**
Law No. 41 of 1983 of the Republic of Alexandria establishes Alexandria Land Development Corporation, the State entity charged with the subject matter of land and urban development in Alexandra. Section 8 of the said Law provides as follows:

Section 8 – Powers and Duties of the Corporation

(1) The Alexandra Land Development Corporation (hereinafter "the Corporation") shall have the power and duty to identify, evaluate, and designate urban land for urban development, infrastructure expansion, and environmental management.

(2) Without prejudice to the generality of subsection (1), the Corporation shall have the power to:

(a) Survey and map urban land.
(b) Assess urban land suitability for development
(c) Create master plans for urban utilization.
(d) Acquire urban land in accordance with prevailing laws.
(e) Remediate degraded or underutilized urban sites.
(f) The identification of urban lands for urban development.
(g) Carry out integrated planning and physical development within and among urban lands, subject to any directions that may be given to the Corporation by the Minister of Land Development from time to time.

(h) Enter into, perform and carry out, whether directly or by way of joint venture with any person in or outside Sri Lanka, all such contracts or agreements as may be necessary for the purpose of carrying out any development project or scheme in development areas as may be approved by the Minister of Land Development.
(i) Approve, coordinate, regulate, control or prohibit any development scheme or project, or any development activity in urban areas.
(j) Do all such acts or things as are incidental to or consequential upon the exercise, discharge and performance of its powers and functions.

(3) For the effective execution of land reclamation projects approved by the Government, the Authority shall be empowered to:

(a) Negotiate commercial and technical terms.
(b) Execute legally binding contracts or agreements.
(c) Partner with any public or private person.
(d) Form joint ventures or consortia.
(e) Oversee project implementation and compliance.

2. **What constitutes the 'Project Implementation Period'? Specifically, does it refer to the period from 1st August 2022 (project commencement date) to 30th August 2027 (completion date)?**
   Yes.

3. **What was the exact date of the change of government in Alexandria?**
   10th January 2025.

4. **Following the change in government, was the Veyronia Project the only project halted?**
   Yes.

5. **When did the Claimant terminate the contract?**
   The Contract has not been terminated. It has only been suspended indefinitely.

6. **Claimant asserts Respondent failed to complete investigation with the Environmental Authority and Presidential Committee. Is there any report from the Presidential Committee validating its existence and investigation?**
   Refer to Paragraph 17 of the Answer to the Request for Arbitration.

7. **What specific steps did the Claimant take to resolve the dispute amicably between July–September 2025? Do these attempts constitute formal mediation under Clause 11?**
   Paragraph 24 of the Answer to the Request for Arbitration clearly states that the Claimant failed to comply with Clause 11 of the Contract. Thus, it could be presumed that the attempts at negotiation which the Claimant has referred to in Paragraph 28 of the Request for Arbitration did not meet the pre-arbitral steps under Clause 11 of the Contract.

8. **Does Exhibit C1 represent the final executed version of the Contract? Were there any subsequent amendments or ancillary agreements, and is the Contract enforceable notwithstanding the absence of signatures?**
   Exhibit C1 is the final executed version of the Contract, and no further amendments and/or ancillary agreements have been signed.

9. **Are there any pre-contractual negotiations between the parties pertaining to Clause 3? What was the parties' intent in stating that 'The Employer represents that it is capable of granting [...]'?**
   Clause 3 deals with representations and warranties provided by the contracting parties. There is no need for further clarity.

10. **Are there any pre-contractual negotiations between the parties pertaining to Clause 5 of the Contract? What does 'satisfactory written evidence' entail? Is there any written evidence that the terms of the Contract have been approved? Is there written evidence of the appraisal of the applicable Environmental Laws and related regulatory procedures in Alexandria?**
    Satisfactory written evidence is a legal standard referring to documentation that is sufficient, authentic, and credible enough to convince a reasonable person or authority of the truth of a factual assertion.

11. **Clause 5.1.1 requires delivery of 'satisfactory written evidence' of multiple approvals. Exhibit C2 is a brief email confirming compliance without supporting documents. Was separate documentary evidence provided for each approval, or does Exhibit C2 represent the entirety of the confirmation?**
    See the explanation provided above. The adequacy of Exhibit C2 is a point to be argued by Counsel.

12. **Clause 5.1.1(ii) refers to authorization under 'Section 30 of the Alexandrian Land Development Law 2005' for dredging of the seabed and reclamation of the foreshore. However, this provision is not included anywhere in the moot problem. Could you please clarify the content or scope of Section 30?**
    Please see the explanation provided above. Also, Counsel should consider what the Respondent has stated in the Answer to the Request for Arbitration in paragraphs 17 to 22.

13. **Clause 5.1.1(iv) of the Contract refers to Section 25 of the Alexandrian Environmental Act 2017, while Respondent Exhibit R4 reproduces the 2015 Act. Which Act applies, what does Section 25 state, and can the relevant section be clarified or reproduced?**
    This is a typographical error. Please see the Textual Amendments Below. The Wording in Clause 5.1.1.(iv) of the Contract should be corrected as Environmental Act 2015. Section 25 provides for the issuance of an EPA. The Respondent in its Answer to the Request for Arbitration has stated that a valid EPA had not been issued.

14. **Was any formal Environmental Protection Approval issued? The record shows only an informal email, and the Answer to the Request for Arbitration suggests no formal approval exists.**
    Refer Paragraph 19 of the Answer to the Request for Arbitration.

15. **Clause 5 of the Contract requires Respondent to provide four approvals. Only one confirmation (Exhibit C2) is provided. Were any other confirmations received by Claimant?**
    Refer Paragraph 12 of the Request for Arbitration.

16. **Clause 5.2 of the Contract allocates risks relating to regulatory approvals to the Employer. Does this clause operate prospectively, or does it constitute an assumption of risk regarding defective approvals?**
    Clause 5.2 operates prospectively by allocating to the Employer the risk of obtaining and maintaining regulatory approvals.

17. **Clause 5.1.1 of the Contract requires Employer to deliver approvals; Clause 5.2 allocates risks of delays/denials to Employer. Did responsibility for securing approvals rest solely with Respondent, or did Claimant also bear responsibility?**
    Counsel can make arguments on this point.

18. **Clause 6 of the Contract refers to Section 35 of the Alexandrian Strategic Foreign Investment Act 2017. Is this a typographical error for Section 53 of the same Act?**
    Yes. Please see the Textual Amendments Below.

19. **What are the consequences, if any, for breaching the condition precedent clause?**
    Counsel can make arguments on this point.

20. **What was the total sum invested in the Project at the date of suspension, what sums remained to be invested, did the Respondent contribute financially, and is the USD 950 million figure part of contractual consideration or actual investment?**
    Clause 3.1 (b) of the Contract has been amended as shown in the Textual Amendments Below. The estimated investment is USD 950 million. The contract clearly provides that the total cost of investment is to be provided by the Investor and in consideration, the Employer will grant a 99-year lease over 50% of the reclaimed land to the Investor. If at the time of 65% of reclamation had been completed, the Claimant could develop its damages claim based on this fact.

21. **What is the drafting history of the dispute resolution clause, and which party proposed it?**
    The dispute resolution clause was mutually agreed upon by the Parties after consideration of the ICC Model Arbitration Clause.

22. **Clause 11 of the Contract provides for mediation before arbitration but lacks appointing mechanism, timeframe, or defined process. Are there documents showing the Parties later agreed on these specifications?**
    The Parties did not subsequently agree on any specific process relating to the mediation.

23. **Under Clause 11.1 of the Contract, did the Claimant properly comply with pre-arbitral requirements (referral to Minister, mediation steps, valid written request for discussions)? Does Exhibit C8 constitute such a request, and what is the relevant date for computing the three-month arbitration limitation period?**
Refer to the Request for Arbitration and the Answer to the Request for Arbitration.

24. **Is the arrangement under Clause 2.2 of the Contract, which is the grant of the 99-year lease, a valid and sufficient form of consideration under Alexandrian law? Were there any additional forms of consideration exchanged between the parties?**
Under Clause 2.2 read together with Clause 4 of the Contract, the grant of the 99-year lease constituted valid and sufficient consideration for the Claimant's reclamation obligations. No other forms of consideration were decided upon or exchanged.

25. **Does 'proponent' refer to the Claimant in this case?**
Yes.

26. **Who is the 'contracting authority' referred to in Clause 2(a) of the Contract?**
Alexandrian Land Development Corporation.

27. **Section 25(2)(a) of the Strategic Foreign Investment Act 2017 requires authority to inform proponent of acceptance/rejection. Claimant states President instructed Respondent to negotiate. Should it be assumed a formal notification was issued and pre-contractual correspondence exists?**
The relevant background to the Contract is provided in the Request for Arbitration and the Answer to the Request for Arbitration. Based on the information provided, Counsel should develop arguments as to whether Section 25(2) has been adequately complied with.

28. **Section 25(2)(b) of the Strategic Foreign Investment Act 2017 requires both a technical and economic feasibility study and an EIA. Only the EIA has been produced. Has a technical/economic feasibility study been prepared?**
Paragraphs 17 to 20 of the Answer to the Request for Arbitration provides the basis on which the Respondent suspended the project. Thus, the issue of technical and economic feasibility could be ignored.

29. **Is the Minister of Land Development part of the Cabinet of Ministers, or the President of Alexandria?**
The President of Alexandria is the Minister of Land Development. Thus, he is a member of the Cabinet of Ministers.

30. **Exhibit C4(a) refers to the 'Presidential Committee to Scrutinize Foreign Investment,' while Exhibit C9 refers to a 'Presidential Committee on Sustainable Development.' Do these refer to the same body or distinct entities?**
They both refer to the same authority.

31. **Was the suspension order of 30 June 2025 based on completed investigation findings, preliminary allegations, or stakeholder complaints? Was it intended as a temporary suspension pending investigation or indefinite until further governmental direction?**
    The suspension order dated 30 June 2025 was based on preliminary allegations and stakeholder complaints concerning environmental non-compliance and improper approvals, and it was intended to remain in force pending the conclusion of further investigations and any subsequent governmental direction.

32. **Clause 11.1 refers to the 'Minister in Charge of the subject of Land Development.' Who held this position at the relevant time, and was the President of Alexandria (referenced in Exhibit C4(a)) concurrently holding this designation?**
    Yes.

33. **Why is Mr. Michael Hamilton's approach an unsolicited proposal as under the Strategic Foreign Investment Act 2017?**
    There was no formal selection procedure or public procurement process being announced by the Respondent.

34. **Was the Veyronia Project formally treated as an unsolicited proposal at the time of contracting?**
    Counsel can make arguments on this point.

35. **Does the 'Urban Wetland Park' referred to in the record the same as, or distinct from, the 'Urban Forest.' Do both terms refer to the same geographical and legal entity?**
    The terms are used interchangeably.

36. **Exhibits C6 and R5 are extracts of the Environmental Impact Assessment. Section 49 of the Environmental Act 2015 prescribes detailed requirements. Did the complete EIA comply with all statutory requirements?**
    Based on the available information, Counsel can make arguments on this point.

37. **Was it sufficient for the Claimant to submit the Environmental Impact Assessment only to the Land Development Corporation?**
    The Land Development Corporation would have forwarded it to other relevant authorities.

38. **How were the findings in Exhibit C7 reached? Was an expert consulted?**
    These facts were reported by the Marine Environmental Protection Authority of Ettoria, a statutory body with a separate research division.

39. **After the Respondent's email on 20 July 2025, was there any update on the investigation into the Veyronia Project? Was there a response to the email?**

There was no response to the said email.

40. **Was there any communication between the Respondent and the President of Alexandria as to the issuance of the Suspension Order and the communications with the Claimant?**
    Apart from the facts already on record, no further communications between the Respondent and the President of Alexandria regarding the issuance of the Suspension Order or subsequent communications with the Claimant are disclosed.

41. **Is there any written evidence that all other Approvals to Proceed have been obtained and/or secured by the Employer?**
    Counsel can make arguments on this point based on the information provided.

42. **Exhibit R2 refers to 'GreatOcean' reports on erosion, tides, reefs, and fish catch. Does the GreatOcean report form part of the record, and are the figures verified data?**
    The Report by GreatOcean, an internationally reputed marine research organization has not been produced.

43. **Exhibit R2 shows the Marine Environmental Protection Authority of Alexandria raised concerns on 1 June 2024. Was the Claimant informed of this complaint before the suspension order of 30 June 2025?**
    No.

44. **Claimant cites a 'Verde' report predicting net benefits, but this report is not included. Can Claimant rely on these claims without producing the report?**
    Yes, Claimant can rely on facts on record.

45. **Section 52 of the Environmental Act 2015 requires public participation in EIA approval. Should it be assumed Respondent did not seek public comment, or is there evidence of such attempts?**
    The Respondent did not seek public comments.

46. **Is the Marine Environment Protection Authority of Alexandria (MEPA) a statutory authority constituted under Alexandrian legislation?**
    Yes.

47. **Under what basis is Ms. Atlanta Curry stating in Exhibit R2 that the 60-day public comment period was not followed?**
    Ms. Atlanta Curry's statement is based on the findings of the Presidential Committee to Scrutinize Foreign Investments, which concluded that the Environmental Impact Assessment for the Veyronia Project had not been made available for public scrutiny during the mandatory 60-day public comment period required under the Alexandrian Environmental Act.

48. **What are the significant deficiencies in the mention of potential environmental impact and in relation to the adequate monitoring and management authority?**
A Monitoring Authority was not appointed and the potential environmental impact was not explained in detail.

49. **Exhibit R3 contains allegations of corruption by Claimant. Is there any direct evidence on record of corrupt conduct by the Claimant?**
No.

50. **What is the International Environmental Legislation referred to in the long title of the Environmental Act of 2015 seeking to give effect? Is the Republic of Alexandria a contracting state to such a Convention?**
Alexandria is a signatory to the following Conventions:

1. Convention on Environmental Impact Assessment in a Transboundary Context
2. The Aarhus Convention
3. The Convention on Biological Diversity
4. The Ramsar Convention

51. **Respondent alleges inadequacy of Claimant's EIA. Only extracts are reproduced; neither full EIA nor Terms of Reference (TOR) are provided. How can Respondent claim inadequacy without reference to TOR?**
The information provided is sufficient for Counsel to formulate arguments.

52. **Section 52 of the Environmental Act 2015 requires a 60-day period for public inspection and publication in a Gazette/newspaper. Was the EIA for the Veyronia Project published and made available for public comment before approval?**
No.

53. **Section 52 of the Environmental Act 2015 requires a 60-day public comment period. Exhibit R2 alleges non-compliance, while Exhibit R6 reflects approval shortly after submission. Is non-compliance to be treated as an established fact or a contested issue?**
Non-compliance is a contested issue.

54. **Was a formal environmental permit ever issued following the EIA and public inspection process?**
Apart from C2, No.

55. **Who is the 'competent authority' under the Environmental Act 2015 to ensure the public comment period is followed?**
The Central Environmental Authority of Alexandria.

56. Section 55 of the Environmental Act 2015 allows issuance of an Environmental Permit after prerequisites are satisfied. No permit is reproduced. Should it be assumed that Claimant did not receive this permit?

See the clarification provided in connection with Clarification 51 above.

57. Does this email constitute an approval of the EIA?

Counsel can make arguments on this point.

58. Is anyone from the Claimant associated to or in connection with the Alexandrian Environmental Protection Authority?

No.

59. Does Exhibit R6 amount to an Environmental Permit as required under the Environmental Act of 2015?

Counsel can make arguments on this point.

60. What is the definition or scope of costs that should be addressed here? Does this include legal costs?

Legal costs can be included.

61. The Respondent seeks declarations relating to environmental damage and remediation costs, but these are not expressly listed in Procedural Order No. 1. Do these counterclaims fall within the scope of issues to be argued?

No.

62. Are there any details of payment made to the Claimant for their work done thus far?

The consideration payable to the Claimant is clearly spelled out in Clause 4 of the Contract.

63. Are the Republic of Alexandria and Republic of Ettoria signatories to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards?

Yes.

64. Under which ministry's purview is the Alexandria Land Development Corporation placed as per its enabling Law No. 41 of 1983?

The Ministry of Land Development.

65. What is the status of the comprehensive investigation that is to be concluded by the Alexandria Land Development Corporation in consultation with the Environmental Authority of Alexandria and the Presidential Committee to Scrutinize Foreign Investment?

It hasn't moved past the stages of initial discussion with the President of Alexandria and the Minister of Land Development.

66. What steps, if any, were taken after 30 June 2025?

No actions have been taken apart from initial discussions with the President of Alexandria and the Minister of Land Development.

67. Did the email of 15th July 2022 of Victoria Henderson contain any attachments?

No.

TEXTUAL AMENDMENTS

01. Pages 2, 9, 11, 17, 21, 30, 31, 48

The Minister of Land Development, Minister of the Land Development Authority and Minister in Charge of the Subject of Lands are all interchangeable terms and refer to the same position.

02. Page 9

- Clause 3.2 (b) of the Contract should be amended as follows:

  The Investor warrants that it has the financial ability and the technical capability to fulfill its obligations under this Contract, including the capacity to meet the total development cost which is estimated as USD 950 million.

- Clause 5.1.1. (ii) of the Contract should be amended as follows:

  (ii) that the Minister in Charge of the Land Development Corporation has authorised and approved the dredging of the sea bed and reclamation of the foreshore as provided for under Section 30 of the Alexandrian Land Development Law 2005 to the extent necessary;

- Clause 5.1.1. (iv) of the Contract should be amended as follows:

  (iv) that the Environmental Authority of Alexandria has issued an Environmental Protection Approval (EPA) under Section 25 of the Alexandrian Environmental Act 2015 to confirm that the required environmental clearances and approvals have been granted for the Investor to commence and complete the Project; and

03. Page 10

Clause 6.1. of the Contract should be amended as follows:

6.1 In accordance with Section 53 of the Alexandrian Strategic Foreign Investment Act 2017 the following concessions and/or rights and/or benefits and/or exemptions and/or privileges are hereby granted to the Investor in connection with and/or in relation to the Project:


The Victor's Moot