ASEAN MOOT 2026

MOOT PROBLEM

ORAL ARGUMENTS

21-22 July 2026

[please click hyperlink to the documents]

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INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

Landonis Green Coal Inc

The Claimant

v

The Kingdom of Mustafar

The Respondent

ICSID Case No ARB/25/68

REQUEST FOR ARBITRATION

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1 October 2025

Mr Golf Yuthapichai

Yuthapichai & Partners

Counsel for Lando

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1 The dispute arises from the Kingdom of Mustafar ("**KOM**")'s reversal of its long-standing commitment upon which Landonis Green Coal Inc. ("**Lando**") relied in making a substantial investment in KOM's energy sector. What was once a flagship partnership has been dismantled through a combination of politically driven policy shifts, retroactive interpretations, and allegations that KOM itself helped foster. Lando seeks relief for KOM's unlawful expropriation of Lando's investment and failure to accord Lando with the fair and equitable treatment ("**FET**"), as guaranteed under the AAN Free Trade Agreement ("**AANFTA**") [see Claimant Exhibit C *1*].

2 Lando submits this Request for Arbitration ("**RFA**") under Article 21 of the AANFTA as well as Article 36 of Convention on the Settlement of Investment Disputes between States and Nationals of Other States ("**ICSID Convention**") and Rules 1, 2, and 6 (1) of ICSID Institution Rules ("**ICSID Rules**") against KOM. Lando requests the Secretary-General of International Centre for Settlement of Investment Disputes ("**ICSID**") to register the RFA accordingly.

1 PARTIES

3 Lando is a legal entity incorporated under the law of the Republic of Andor with the business address in the Republic of Andor. Lando operates a large power generation business and has operated conventional energy business across continents, including in the territory of KOM. Forty-nine percent (49%) of Lando's shares are held by Hawk Capital Inc. ("**Hawk Capital**"), a venture capital incorporated under the law of the Republic of Andor. Lando has obtained the authorisation to file this RFA under Rule 2 (1) (f) of ICSID Institution Rules.

4 Lando is represented by:

Yuthapichai & Partners
Mr. Golf Yuthapichai
1234, 7th Avenue, the Republic of Andor.
E-mail address: golf.yuthapichai@yuthapichaiandpartners.com

5 KOM is a sovereign state, an ICSID member state since 25 January 1997. To the best of Lando's knowledge, KOM is represented in this arbitration by:

Mr. Boba Fatta
Ministry of Foreign Affairs
8-F Headquarter Square
Obi-Wang St, Couruscant City,
25193 Kingdom of Mustafar

2 FACTUAL BACKGROUND

6 Beneath the endless skies of KOM lies Joseph Basin, a vast geological marvel where ancient swamp once teemed with life, now transformed into thick, rich seam of coal. Joseph Basin holds strippable coal reserve that promises immense energy potential, waiting to be transformed into power for millions.

7 Given Joseph Basin's potential, in 2010, KOM's government under the administration of Prime Minister Biggs Wannachai ("**PM Wannachai**") from Coal Tomorrow Party launched the programme to attract a foreign investors to invest in coal-fired power generation business in KOM [see Claimant Exhibit C *2*]. This programme revolves around Mustafar Coal Business Act of 2010 ("**CBA**") [see Claimant Exhibit C *3*], which became effective on 1 April 2010. CBA sets out certain incentives and subsidies that Ministry of Energy of the Kingdom of Mustafar ("**Ministry**") will grant to an investor. CBA does not clearly provide a term for a power purchase agreement for electricity generated from a coal-fired power plant ("**PPA**").

8 Lando was among those interested in the investment in coal-fired power generation business in KOM and primarily attracted by the benefits offered by CBA. Lando attended several roadshows led by PM Wannachai to talk about what CBA can offer [see Claimant Exhibit C *4*]. Among others, on 27 July 2010, PM Wannachai spoke clearly at the press conference that a PPA will have the term of 30 years. PM Wannachai even went on to say that the coal-fired power generation business will become a future of KOM, given the popularity of his programme and CBA. In fact, PM Wannachai even invited Lando for a

private talk to discuss about CBA. There, PM Wannachai made a specific commitment the benefits under CBA is relatively stable. At least, it is as long as Coal Tomorrow Party has a power.

9 Attracted by this very promise, Lando incorporated a new company in KOM named "Grogura Green Energy Inc" ("**Grogura Green** "). Lando held all shares in Grogura Green. On 1 January 2011, Grogura Green submitted the application with the Ministry to apply for all licenses under CBA. Grogura Green aimed to construct the coal-fired power plant in Pasintas District ("**Pasintas Plant**") with the generation capacity up to 2,300 MW. The licenses were duly granted. On 1 February 2011, Grogura Green signed the PPA with Mustafar Electricity Grid Co., Ltd. ("**MEG**"), KOM's state-owned enterprise, whose all shares are held by the Ministry [see Claimant Exhibit C *5*]. The PPA has the term of 30 years as of the Commercial Operation Date ("**COD**") of Pasintas Plant. The PPA duly endorses all benefits to which Lando is entitled under CBA. Also, Clause 15 of the PPA reads:

> *In the event that any change in law, regulation or government policy materially affects the economic equilibrium of this PPA or imposes additional burdens on Grogura Green, MEG shall take all necessary measures to restore such equilibrium, including compensation, adjustment of tariffs, or amendment of contractual terms.*

10 Grogura Green rushed to construct Pasintas Plant, making it possible for Pasintas Plant to achieve the COD only in 1 year on 1 February 2012. Accordingly, with the 30-year term, the PPA will expire on 1 February 2042. From the moment, Pasintas Plant had delivered uninterrupted electricity to MEG, fulfilling every contractual obligation with precision. Despite relying on coal as its thermal source, Pasintas Plant had maintained an impeccable environmental record. So much so that in 2013, PM Wannachai personally honored Grogura Green with a prestigious award for eco-friendly and sustainable operation, an accolade never before bestowed upon any other power plant operator in KOM, an accolade never before bestowed upon any other power plant operator in KOM, marking Pasintas Plant as a symbol of industrial excellence and environmental stewardship [see

Claimant Exhibit C *6* to *Claimant Exhibit C 7*]. From time to time, Grogura Green had spent its substantial expenditure to upgrade Pasintas Plant.

11 However, Grogura Green's era of success was not to last. The very government of KOM, once a silent witness to Pasintas Plant's rise, turned its hand against it. In 2018, PM Wannachai was removed from his office. In 2019, Ms Yanisa May ("**Ms May**" or "**PM May**") from Greener Days Party was elected as Prime Minister of KOM. PM May is known for her anti-climate-change advocacy, not less than her rivalry to Coal Tomorrow Party. In her first address to the National Assembly to outline the policy of her government in February 2019 [see Claimant Exhibit C *8*], PM May declared that:

> *Today, we turn the page on a chapter written in soot and smoke. The age of coal, once the backbone of our industrial rise, must now give way to the clean wind of change. I hereby declare the end of coal-fired power generation in our nation! From this moment forward, we commit to a future powered by the sun, the wind, and the boundless promise of green energy!*

12 PM May's party then moved to propose a bill to put an end to coal-fired power generation business in Mustafar once and for all. The effort culminated in the passing of the Coal Business Ban Act of 2021 ("**CBBA**") [see Claimant Exhibit C *9*] with the immediate enforcement. Of particular pertinence, Section 7 of CBBA provides:

> *Every Existing Operator shall wind down and permanently cease all operations related to its Coal Business on the Cessation Date.*
>
> *After the Cessation Date, the Minister may allow the Existing Operator to operate its Plant to generate power from sources other than coal, subject to the law applicable to such operation.*

13 CBBA does not provide for the transitory provision. This gives rise to the nation-wide debate whether CBBA applies retrospectively to Pasintas Plant, a coal-fired power plant that has been operated since before CBBA. The Ministry took the view that CBBA should apply to Pasintas Plant, as it is in line PM May's declared policy. And, as such, the

Ministry had contacted Lando several times about the possibility of the closure of Pasintas Plant by July 2022 or conversion of Pasintas Plant into a power plant that runs on a greener fuel. At the same time, Lando learned that the Ministry also contacted Coal Supreme Inc. ("**Coal Supreme**"), a national champion of KOM that runs a coal-fired power plant, to close or convert its power plant by July 2022 as well.

14 While Grogura Green had stood firm that CBBA does not apply to Pasintas Plant, the dispute had persisted for years while Pasintas Plant had remained in operation. On 1 December 2023, PM May declared that she will launch the full-scale seizure of Pasintas Plant which had operated *illegally* within 30 June 2024. Following this, on 2 December 2023, the Ministry instructed Lando and Grogura Green to cease the operation of Pasintas Plant by 30 June 2024, otherwise the Ministry will employ its officers to seize Pasintas Plant.

15 Given this, on 10 December 2023, Grogura Green commenced the action at KOM high court to cease the Ministry's action and claim for damages. Simultaneously, Grogura Green applied for an interim measure to refrain the Ministry from seizing Pasintas Plant. However, on 31 January 2024, the High Court of the Kingdom of Mustafar denied Grogura Green's application, explaining that the Ministry's action is in line with CBBA; and therefore, there is no imminent threat [see Claimant Exhibit C *10*]. As the result, on 1 February 2024, PM May said at the press conference:

> *Today, justice has spoken, not just in the courtroom, but across the nation. The court's decision marks a resounding victory for our administration, for our people, and for the rule of law. With this decision, the era of coal generation comes to a close, and a new chapter begins: one powered by clean skies, green energy, and unwavering will of a nation determined to lead the future, not follow the past.*

16 At the same time, Coal Supreme commenced the similar action at the High Court and asked for a similar interim measure. Nonetheless, in this case, the court somehow granted an interim measure refraining the Ministry from seizing Coal Supreme's power plant until the court issues a final decision. The court reasoned that, if the Ministry is allowed to

seize Coal Supreme's power plant, the country's power supply will be severely impacted [see Claimant Exhibit C *11*].

17 Left with no option, Lando was forced to sell its stakes in Pasintas Plant at a very depressing price on 1 May 2024. The buyer, Bio Build Inc ("**Bio Build**"), a KOM entity, bought Pasintas Plant at USD 50 million. Bio Build will convert Pasintas Plant into a biomass-fired power plant and negotiate with the government to continue its operation in sustainable way.

18 After Lando exited the market, Lando came to learn later that, on 1 August 2025, the court in Coal Supreme's case in Coal Supreme Inc. v Ministry of Energy issued a judgment for Coal Supreme, saying that CBBA cannot apply retrospectively. Therefore, the Ministry cannot seize or force Coal Supreme to convert its power plant into any other fuel type [see Claimant Exhibit C *12*]. On 1 September 2025, the Ministry appealed this decision to the appellate court of KOM. The case is now pending the appellate court's consideration.

3 KOM'S BREACH OF THE AANFTA

19 Lando submits that it made the investment in KOM by way of incorporating and holding shares in Grogura Green. Grogura Green's sole business is Pasintas Plant. KOM had issued several actions which, either jointly or severally, leave Lando's investment with utterly no value. KOM's actions include: (a) enacting CBBA which bans a coal-fired power plant and destroys Pasintas Plant, (b) orchestrating the Ministry and MEG to destroy Pasintas Plant, and (c) having the court denying the interim measure to safeguard the interest of Lando and Grogura Green. These actions constitute the following breaches of the AANFTA.

20 **First.** Article 10 of the AANFTA requires KOM to make prompt, adequate, and effective compensation against its expropriation, saying:

> *1. A Party shall not expropriate or nationalise a covered investment either directly or through measures equivalent to expropriation or nationalisation (expropriation), except:*

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) on payment of prompt, adequate, and effective compensation; and

(d) in accordance with due process of law.2. The compensation referred to in Paragraph 1(c) shall:

(a) be paid without delay;

(b) be equivalent to the fair market value of the expropriated investment at the time when or immediately before the expropriation was publicly announced, or when the expropriation occurred, whichever is applicable;

(c) not reflect any change in value because the intended expropriation had become known earlier; and

(d) be effectively realisable and freely transferable between the territories of the Parties.

21 KOM's actions in 11 to 18 constitute an expropriation of Lando's investment. However, KOM has never made any compensation with Lando at all, let alone prompt, adequate, and effective compensation. Therefore, KOM breaches Article 10 of the AANFTA.

22 **Second.** Article 7(1) of the AANFTA requires KOM to accord Lando with FET, saying:

Each Party shall accord to covered investments fair and equitable treatment and full protection and security in accordance with the customary international law minimum standard of treatment of aliens.

23 KOM's actions in 11 to 18 are opposite to FET. Namely, KOM induced Lando into making the investment in its own country by way of CBA. Further, PM Wannachai also repeatedly affirmed his intention that CBA provides a stable regulatory framework on which Lando can rely in making its investment. In doing so, KOM had created the specific commitment to Lando, making the legitimate expectation that KOM will not

change CBA or its regulatory framework that once attracted Lando to make its investment. However, KOM's actions in 11 to 18 turn CBA upside down, rendering Lando's investment nugatory. Worse, to date, KOM has never explained its justification for its actions. There has been no study or proof that KOM's actions in 11 to 18 are proportionate or can achieve the public benefit. Far from it, it seems like KOM's actions in 11 to 18 are primarily politically driven. Therefore, KOM breaches Article 7 of the AANFTA.

24 **Third.** Article 7(2)(a) of the AANFTA requires KOM ensure that Lando have access to fair, impartial, and effective judicial remedy, and that justice is not withheld, delayed, or administered in a fundamentally unfair manner, saying:

> *For greater certainty:*
>
> *(a) fair and equitable treatment requires each Party not to deny justice in any legal or administrative proceedings.*

25 The court issue its order that fundamentally destroys Lando's investment by refusing to issue the interim measure. Not only baseless, but the court's order also clearly discriminate against Coal Supreme, which is KOM company. Therefore, KOM breaches Article 7(2) of the AANFTA.

4 DAMAGES

26 Following KOM's actions in 11 to 18, Claimant's investment Grogura Green was forced to cease prematurely, despite having fulfilled all contractual obligations under its PPA. Using the discounted cash flow (DCF) method, Lando estimates the present value of lost future net cash flows at approximately USD 200 million, based on projected annual returns of approximately USD 30 million over the remaining 18 years of the PPA, discounted at 8% based on standard DCF methodology. In addition, Claimant incurred USD 150 million in sunk investment costs for Pasintas Plant upgrade, environmental compliance, and operational infrastructure. The total damages claimed amount to USD 350 million, representing the full economic loss suffered due to KOM's actions. Lando seeks full compensation, interest, and costs, and reserves the right to amend this claim as further losses are quantified.

5 ICSID'S JURISDICTION

27 Lando satisfies the requirement of Article 25 (1) of ICSID Convention. Namely, the Republic of Andor and the Kingdom of Mustafar are Member States of the AANFTA and ICSID Convention.

28 Further, Lando is an investor whose investment under the AANFTA suffered significant loss due to the acts of KOM's actions in 11 to 18, which satisfies the requirement about the "investment" under Article 1 (c) and Article 19 (1) of the AANFTA.

29 Lastly, Lando satisfies the requirements of the AANFTA for the initiation of an ICSID arbitration. More than 180 days prior to the initiation of this arbitration, Lando sent a written request for consultations to KOM. Unfortunately, KOM did not express any concrete intention to consult with Lando.

6 CONSTITUTION OF ARBITRAL TRIBUNAL

30 Pursuant to Article 22 (1) (b) of the AANFTA, the tribunal is to be constituted in accordance with the method provided in Article 37 (2) of the ICSID Convention.

31 In accordance with Rule 16 of the ICSID Arbitration Rules, Lando appoints Dr Leia Amidala, a national of the Republic of Jakku, as its arbitrator. Dr Amidala's contact information is as follows:

Dr Leia Amidala
35 Main St
53742 Silver Beach
Republic of Jakku
Email: lamidala@amidalachambers.com

7 RELIEF SOUGHT

32 As a preliminary indication of the relief sought, Lando expects to request that the arbitral tribunal:

a. DECLARE that it has the jurisdiction over this arbitration,

b. DECLARE that KOM breaches Article 7 and Article 10 of the AANFTA,

c. ORDER KOM to pay the damages of USD 350 million (preliminary) together with the pre-award interest and post-award interest at the rate to be determined, and

d. ORDER KOM to compensate Lando for its arbitration cost and legal cost in relation to this arbitration.

1 October 2025

/s/

Mr Golf Yuthapichai

Yuthapichai & Partners

The agreement establishing the AAN Free Trade Agreement ("AANFTA")

Signed 1 January 2009 – Entered into Force 1 January 2010

PREAMBLE

The Governments of the Republic of Tatooinesia, the Kingdom of Mustafar and the Republic of Mandalorasia collectively, the Member States of the Association of Rising Economies ("ARE"), and the Republic of Andor and Nabooland;

RECOGNISING the need to upgrade the Agreement, including in the areas of trade in goods, rules of origin, customs procedures and trade facilitation, trade in services, investment, movement of natural persons, electronic commerce, competition and consumer protection, micro, small and medium enterprises, trade and sustainable development, and government procurement, to ensure that the Agreement retains its relevance to business and adds value to developments in other fora including the Regional Comprehensive Economic Partnership;

DESIRING to modernise the Agreement to take account of changing global business and trade practices and the evolving regional economic architecture, including incorporating and implementing provisions to facilitate trade and investment and remove unnecessary barriers to accelerate post-pandemic recovery;

CONFIDENT that this Agreement establishing an ARE and the Republic of Andor and Nabooland Free Trade Area will strengthen economic partnerships, serve as an important building block towards regional economic integration and support sustainable economic development; and

HAVE AGREED AS FOLLOWS:

CHAPTER 1

ESTABLISHMENT OF FREE TRADE AREA, OBJECTIVES AND GENERAL DEFINITIONS

Article 1

Objectives

The objectives of this Agreement are to:

(a) progressively liberalise and facilitate trade in goods among the Parties through, inter alia, progressive elimination of tariff and non-tariff barriers in substantially all trade in goods among the Parties;

(b) progressively liberalise trade in services among the Parties, with substantial sectoral coverage;

(c) facilitate, promote and enhance investment opportunities among the Parties through further development of favourable investment environments;

(d) establish a co-operative framework for strengthening, diversifying and enhancing trade, investment and economic links among the Parties; and

(e) provide special and differential treatment to ARE Member States, especially to the newer ARE Member States, to facilitate their more effective economic integration**.**

[CHAPTER 2-10: Omitted]

CHAPTER 11

INVESTMENT

SECTION A

Article 1

Definitions

For the purposes of this Chapter:

(a) **covered investment** means, with respect to a Party, an investment in its territory of an investor of another Party, in existence as of the date of entry into force of this Agreement or established, acquired or expanded thereafter, and which, where applicable, has been admitted by the host Party, subject to its relevant laws, regulations and policies;

(b) **freely usable currency** means a freely usable currency as determined by the IMF in accordance with the IMF Articles of Agreement and any amendments thereto;

(c) **investment** means every kind of asset owned or controlled by an investor, directly or indirectly, and that has the characteristics of an investment, including such characteristics as the commitment of capital or other resources, the expectation of gains or profits, or the assumption of risk. Forms that an investment may take include:

(i) movable and immovable property and other property rights such as mortgages, liens or pledges;

(ii) shares, stocks and other forms of equity participation in a juridical person including rights derived therefrom;

(iii) bonds, debentures, loans and other debt instruments of a juridical person and rights derived therefrom;

(iv) intellectual property rights and goodwill which are recognised pursuant to the laws and regulations of the host Party;

(v) claims to money or to any contractual performance related to a business and having financial value;

(vi) rights under contracts, including turnkey, construction, management, production or revenue-sharing contracts; and

(vii) business concessions required to conduct economic activity and having financial value conferred by law or under a contract, including any concession to search for, cultivate, extract or exploit natural resources.

For the purpose of the definition of investment in this Subparagraph, returns that are invested shall be treated as investments and any alteration of the form in which assets are invested or reinvested shall not affect their character as investments;

(d) **investor of a Party** means a natural person of a Party or a juridical person of a Party that seeks to make, is making, or has made an investment in the territory of another Party;

(e) **juridical person** means any entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally owned, including any corporation, trust, partnership, joint venture, sole proprietorship, association or similar organisation;

(f) **juridical person of a Party** means a juridical person constituted or organised under the law of that Party;

(g) **measure** means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action or any other form;

(h) **measures by a Party** includes measures taken by:

(i) central, regional or local governments and authorities; and

(ii) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

(i) **natural person of a Party** means any natural person possessing the nationality or citizenship of, or right of permanent residence in, that Party in accordance with its laws and regulations; and

(j) **return** means an amount yielded by or derived from an investment, including profits, dividends, interest, capital gains, royalties and all other lawful income.

Article 2

Scope

1. This Chapter shall apply to measures adopted or maintained by a Party relating to:

(a) investors of any other Party; and

(b) covered investments.

2. This Chapter shall not apply to:

(a) government procurement;

(b) subsidies or grants provided by a Party;

(c) services supplied in the exercise of a governmental authority by the relevant body or authority of a Party. For the purposes of this Chapter, a service supplied in the exercise of governmental authority means any service which is supplied neither on a commercial basis nor in competition with one or more service suppliers;

(d) measures adopted or maintained by a Party to the extent that they are covered by Chapter 8 (Trade in Services); and

(e) measures adopted or maintained by a Party to the extent that they are covered by Chapter 9 (Movement of Natural Persons).

3. Notwithstanding Paragraph 2(d), Article 5 (Senior Management and Board of Directors), Article 7 (Treatment of Investment), Article 8 (Compensation for Losses), Article 9 (Transfers), Article 10 (Expropriation and Compensation), Article 11 (Subrogation), and Section B (Investment Disputes between a Party and an Investor), shall apply, mutatis mutandis, to any measure affecting the supply of a service by a service supplier of a Party through commercial presence in the territory of any other Party within the meaning of Chapter 8 (Trade in Services), but only to the extent that any such measure relates to a covered investment and an obligation under this Chapter.

[Article 3 – Article 6: Omitted]

Article 7

Treatment of Investment

1. Each Party shall accord to covered investments fair and equitable treatment and full protection and security in accordance with the customary international law minimum standard of treatment of aliens.

2. For greater certainty:

(a) fair and equitable treatment requires each Party not to deny justice in any legal or administrative proceedings;

(b) full protection and security requires each Party to take such measures as may be reasonably necessary to ensure the physical protection and security of the covered investment; and

(c) the concepts of fair and equitable treatment and full protection and security do not require treatment to be accorded to covered investments in addition to or beyond that which is required under the customary international law minimum standard of treatment of aliens, and do not create additional substantive rights.

3. A determination that there has been a breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of this Article.

[Article 8 – Article 9: Omitted]

Article 10

Expropriation and Compensation

1. A Party shall not expropriate or nationalise a covered investment either directly or through measures equivalent to expropriation or nationalisation (expropriation), except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) on payment of prompt, adequate, and effective compensation; and

(d) in accordance with due process of law.

2. The compensation referred to in Paragraph 1(c) shall:

(a) be paid without delay;

(b) be equivalent to the fair market value of the expropriated investment at the time when or immediately before the expropriation was publicly announced, or when the expropriation occurred, whichever is applicable;

(c) not reflect any change in value because the intended expropriation had become known earlier; and

(d) be effectively realisable and freely transferable between the territories of the Parties.

3. The compensation referred to in Paragraph 1(c) shall include appropriate interest. The compensation, including any accrued interest, shall be payable either in the currency of the expropriating Party, or if requested by the investor, in a freely usable currency.

4. If an investor requests payment in a freely usable currency, the compensation referred to in Paragraph 1(c), including any accrued interest, shall be converted into the currency of payment at the market rate of exchange prevailing on the date of payment.

5. This Article does not apply to the issuance of compulsory licences granted in relation to intellectual property rights in accordance with the TRIPS Agreement.

6. Notwithstanding Paragraphs 1 to 4, in the case where the Republic of Tatooinesia is the expropriating Party, any measure of expropriation relating to land, which shall be as defined in the existing laws and regulations of the expropriating Party on the date of entry into force of this Agreement, shall be for a purpose and upon payment of compensation made in accordance with the aforesaid laws and regulations. Such compensation shall be subject to any subsequent amendments to the aforesaid laws and regulations relating to the amount of compensation where such amendments follow the general trends in the market value of land.

[Article 11 – Article 18: Omitted]

SECTION B

Investment Disputes between a Party and an Investor

Article 19

Scope and Definitions

1. This Section shall apply to disputes between a Party and an investor of another Party concerning an alleged breach of an obligation of the former under Section A which causes loss or damage to the covered investment of the investor.

2. This Section shall not apply to investment disputes which have occurred prior to the entry into force of this Agreement.

3. A natural person possessing the nationality or citizenship of a Party may not pursue a claim against that Party under this Section.

4. For the purpose of this Section:

(a) **Appointing Authority** means:

(i) in the case of arbitration under Article 22.1(b) or (c) (Submission of a Claim), the Secretary-General of ICSID;

(ii) in the case of arbitration under Article 22.1(d) or (e) (Submission of a Claim), the Secretary-General of the Permanent Court of Arbitration; or

(iii) any person as agreed between the disputing parties;

(b) **disputing Party** means a Party against which a claim is made under this Section;

(c) **disputing party** means a disputing investor or a disputing Party;

(d) **disputing parties** means a disputing investor and a disputing Party;

(e) **disputing investor** means an investor of a Party that makes a claim against another Party on its own behalf under this Section, and where relevant includes an investor of a Party that makes a claim on behalf of a juridical person of the disputing Party that the investor owns or controls;

(f) **ICSID** means the International Centre for Settlement of Investment Disputes;

(g) **ICSID Convention** means the Convention on the Settlement of Investment Disputes between States and National of other States, done at Washington on 18 March 1965;

(h) **ICSID Additional Facility Rules** means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes;

(i) **non-disputing Party** means the Party of the disputing investor;

(j) **New York Convention** means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958; and

(k) **UNCITRAL Arbitration Rules** means the arbitration rules of the United Nations Commission on International Trade Law, approved by the United Nations General Assembly on 15 December 1976.

Article 20

Consultations

1. In the event of an investment dispute referred to in Article 19.1 (Scope and Definitions), the disputing parties shall as far as possible resolve the dispute through consultations, with a view towards reaching an amicable settlement. Such consultations, which may include the use of non-binding, third party procedures, shall be initiated by a written request for consultations delivered by the disputing investor to the disputing Party.

2. With the objective of resolving an investment dispute through consultations, a disputing investor shall provide the disputing Party, prior to the commencement of consultations, with information regarding the legal and factual basis for the investment dispute.

Article 21

Claim by an Investor of a Party

If an investment dispute has not been resolved within 180 days of the receipt by a disputing Party of a request for consultations, the disputing investor may, subject to this Article, submit to conciliation or arbitration a claim:

(a) that the disputing Party has breached an obligation arising under Article 3 (National Treatment), Article 7 (Treatment of Investment), Article 8 (Compensation for Losses), Article 9 (Transfers) and Article 10 (Expropriation and Compensation) relating to the management, conduct, operation or sale or other disposition of a covered investment; and

(b) that the disputing investor or the covered investment has incurred loss or damage by reason of, or arising out of, that breach.

Article 22

Submission of a Claim

1. A disputing investor may submit a claim referred to in Article 21 (Claim by an Investor of a Party) at the choice of the disputing investor:

(a) where the Republic of Tatooinesia is the disputing Party, to the courts or tribunals of that Party, provided that such courts or tribunals have jurisdiction over such claim; or

(b) under the ICSID Convention and the ICSID Rules of Procedure for Arbitration Proceedings, provided that both the disputing Party and the non- disputing Party are parties to the ICSID Convention; or

(c) under the ICSID Additional Facility Rules, provided that either of the disputing Party or non- disputing Party are a party to the ICSID Convention; or

(d) under the UNCITRAL Arbitration Rules; or

(e) if the disputing parties agree, to any other arbitration institution or under any other arbitration rules,

provided that resort to one of the fora under Subparagraphs (a) to (e) shall exclude resort to any other.

2. A claim shall be deemed submitted to arbitration under this Article when the disputing investor's notice of or request for arbitration made in accordance with this Section (notice of arbitration) is received under the applicable arbitration rules.

3. The arbitration rules applicable under Paragraphs 1(b) to (e) as in effect on the date the claim or claims were submitted to arbitration under this Article shall govern the arbitration, except to the extent modified by this Section.

4. In relation to a specific investment dispute or class of disputes, the applicable arbitration rules may be waived, varied or modified by written agreement between the disputing parties. Such rules shall be binding on the relevant tribunal or tribunals established pursuant to this Section, and on individual arbitrators serving on such tribunals.

5. The disputing investor shall provide with the notice of arbitration:

(a) the name of the arbitrator that the disputing investor appoints; or

(b) the disputing investor's written consent for the Appointing Authority to appoint that arbitrator.

Article 23

Conditions and Limitations on Submission of a Claim

1. The submission of a dispute as provided for in Article 21 (Claim by an Investor of a Party) to conciliation or arbitration under Article 22.1(b) to (e) (Submission of a Claim) in accordance with this Section, shall be conditional upon:

(a) the submission of the investment dispute to such conciliation or arbitration taking place within three years of the time at which the disputing investor became aware, or should reasonably have become aware, of a breach of an obligation referred to in Article 21(a) (Claim by an Investor of a Party) causing loss or damage to the disputing investor or a covered investment;

(b) the disputing investor providing written notice, which shall be submitted at least 90 days before the claim is submitted, to the disputing Party of its intent to submit the investment dispute to such conciliation or arbitration and which briefly summarises the alleged breach of the disputing Party (including the articles or provisions alleged to have been breached) and the loss or damage allegedly caused to the disputing investor or a covered investment;

(c) the notice of arbitration being accompanied by the disputing investor's written waiver of its right to initiate or continue any proceedings before the courts or administrative tribunals of either Party, or other dispute settlement procedures, of anyproceeding with respect to any measure alleged to constitute a breach referred to in Article 21 (Claim by an Investor of a Party).

2. Notwithstanding Paragraph 1(c), no Party shall prevent the disputing investor from initiating or continuing an action that seeks interim measures of protection for the sole purpose of preserving its rights and interests and does not involve the payment of damages or resolution of the substance of the matter in dispute, before the courts or administrative tribunals of the disputing Party.

3. No Party shall give diplomatic protection, or bring an international claim, in respect of a dispute which has been submitted to conciliation or arbitration under this Article, unless such other Party has failed to abide by and comply with the award rendered in such a dispute. Diplomatic protection, for the purposes of this Paragraph, shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the dispute.

4. A disputing Party shall not assert, as a defence, counterclaim, right of set off or otherwise, that the disputing investor or the covered investment has received or will receive, pursuant to an insurance or guarantee contract, indemnification or other compensation for all or part of any alleged loss.

Article 24

Selection of Arbitrators

1. Unless the disputing parties otherwise agree, the tribunal shall comprise three arbitrators:

(a) one arbitrator appointed by each of the disputing parties; and

(b) the third arbitrator, who shall be the presiding arbitrator, appointed by agreement of the disputing parties, shall be a national of a non-Party which has diplomatic

relations with the disputing Party and non-disputing Party, and shall not have permanent residence in either the disputing Party or non-disputing Party.

2. Arbitrators shall have expertise or experience in public international law, international trade or international investment rules, and be independent of, and not be affiliated with or take instructions from the disputing Party, the non-disputing Party or the disputing investor.

3. The Appointing Authority shall serve as appointing authority for arbitration under this Article.

4. If a tribunal has not been constituted within 75 days from the date that a claim is submitted to arbitration under this Section, the Appointing Authority, on the request of a disputing party, shall appoint, in his or her discretion, the arbitrator or arbitrators not yet appointed.

5. The disputing parties may establish rules relating to expenses incurred by the tribunal, including arbitrator's remuneration.

6. Where any arbitrator appointed as provided for in this Article resigns or becomes unable to act, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of the original arbitrator.

[Article 25: Omitted]

Article 26

Conduct of the Arbitration

1. Where issues relating to jurisdiction or admissibility are raised as preliminary objections, a tribunal shall decide the matter before proceeding to the merits.

2. A disputing Party may, no later than 30 days after the constitution of the tribunal, file an objection that a claim is manifestly without merit. A disputing Party may also file an objection that a claim is otherwise outside the jurisdiction or competence of the tribunal. The disputing Party shall specify as precisely as possible the basis for the objection.

3. The tribunal shall address any such objection as a preliminary question apart from the merits of the claim. The disputing parties shall be given a reasonable opportunity to present their views and observations to the tribunal. If the tribunal decides that the claim is manifestly without merit, or is otherwise not within the jurisdiction or competence of the tribunal, it shall render an award to that effect.

4. The tribunal may, if warranted, award the prevailing party reasonable costs and fees incurred in submitting or opposing the objection. In determining whether such an award is warranted, the tribunal shall consider whether either the claim or the objection was frivolous or manifestly without merit, and shall provide the disputing parties a reasonable opportunity to comment.

5. Unless the disputing parties otherwise agree, the tribunal shall determine the place of arbitration in accordance with the applicable arbitration rules, provided that the place shall be in the territory of a State that is a party to the New York Convention.

6. Where an investor claims that the disputing Party has breached Article 10 (Expropriation and Compensation) by the adoption or enforcement of a taxation measure, the disputing Party and the non-disputing Party shall, upon request from the disputing Party, hold consultations with a view to determining whether the taxation measure in question has an effect equivalent to expropriation or nationalisation. Any tribunal that may be established pursuant to this

Section shall accord serious consideration to the decision of both Parties under this Paragraph.

7. If both Parties fail either to initiate consultations referred to in Paragraph 6, or to determine whether such taxation measure has an effect equivalent to expropriation or nationalisation within the period of 180 days from the date of the receipt of request for consultations referred to in Article 20 (Consultations), the disputing investor shall not be prevented from submitting its claim to arbitration in accordance with this Section.

[Article 27: Omitted]

Article 28

Governing Law

1. Subject to Paragraphs 2 and 3, when a claim is submitted under Article 21 (Claim by an Investor of a Party), the tribunal shall decide the issues in dispute in accordance with this Agreement, any other applicable agreements between the Parties, any relevant rules of international law applicable in the relations between the Parties, and, where applicable, any relevant law of the disputing Party.

2. The tribunal shall, on its own account or at the request of a disputing party, request a joint interpretation of any provision of this Agreement that is in issue in a dispute. The Parties shall submit in writing any joint decision declaring their interpretation to the tribunal within 60 days of the delivery of the request. Without prejudice to Paragraph 3, if the Parties fail to issue such a decision within 60 days, any interpretation submitted by a Party shall be forwarded to the disputing parties and the tribunal, which shall decide the issue on its own account.

3. A joint decision of the Parties, declaring their interpretation of a provision of this Agreement shall be binding on a tribunal, and any decision or award issued by a tribunal must be consistent with that joint decision.

[Article 29: Omitted]

[ANNEX 11A: Omitted]

ANNEX 11B

EXPROPRIATION AND COMPENSATION

The Parties confirm their shared understanding that:

1. An action or a series of related actions by a Party cannot constitute an expropriation unless it interferes with a tangible or intangible property right or property interest in a covered investment.

2. Article 10 (Expropriation and Compensation) of Chapter 11 (Investment) addresses two situations:

(a) the first situation is direct expropriation, where a covered investment is nationalised or otherwise directly expropriated through formal transfer of title or outright seizure; and

(b) the second situation is where an action or series of related actions by a Party has an effect equivalent to direct expropriation without formal transfer of title or outright seizure.

3. The determination of whether an action or series of related actions by a Party, in a specific fact situation, constitutes an expropriation of the type referred to in Paragraph 2(b) requires a case-by-case, fact-based inquiry that considers among other factors:

(a) the economic impact of the government action, although the fact that an action or series of related actions by a Party has an adverse effect on the economic value of an investment, standing alone, does not establish that such an expropriation has occurred;

(b) whether the government action breaches the government's prior binding written commitment to the investor, whether by contract, licence or other legal document; and

(c) the character of the government action, including, its objective and whether the action is disproportionate to the public purpose.

4. Non-discriminatory regulatory actions by a Party that are designed and applied to achieve legitimate public welfare objectives, such as the protection of public health, safety and the environment do not constitute expropriation of the type referred to in Paragraph 2(b).

The Mustafar Post

BORCELLE ✱ THE NEWS YOU CAN TRUST ✱ 2 FEBRUARY 2010

PM PUSHES COAL AS MUSTAFAR'S ECONOMIC ENGINE

A NEW ERA OF THE ECONOMIC CHALLENGES

PM Wannachai's government emphasized its key policy to push forward the effort to promote the utilization of Mustafar's rich coal reserves as one of the main economic engines that the country sorely needed.

Yesterday, during the press conference, PM Wannachai vowed to set up a program that will give many incentives for investors, both domestic and foreign, if they decided to invest in coal-fired power plants in Mustafar within the next 5 years. He said that Mustafar has been blessed with gifts from mother nature. There are enormous coal reserves that have been dormant under Mustafar soil. Unfortunately, previous governments neglected the opportunity and lacked any vision to extract this potential to serve the people of Mustafar. It was quite a pity for the people of Mustafar who had to endure economic struggle for generations, even though the potential to change their lives laid just beneath the ground.

PM Wannachai also reiterated the importance of investment to the success of this project. The economy of Mustafar has been stagnant for decades. Domestic investors had limited financial resources to invest in such capital-intensive projects. Other than the company that has been the national champion in the energy sector in Mustafar, there was little realistic hope that domestic investors could afford the costs. PM Wannachai therefore emphasized the need to provide sufficient incentives for foreign investors to take the risks inherent in such mega projects. The Coal Business Act of 2010 that his government had pushed through the legislation process would play an important role in this effort.

-CONTINUED ON PAGE 6-

"COAL REMAINS CENTRAL TO FUTURE ENERGY AND ECONOMIC GROWTH."

— Biggs Wannachai,
PM of Mustafar

A reporter asked the PM about the environmental impact of the future coal-fired power plants, because many civil societies that were active in the field of environmental issues voiced their concerns. A significant part of the coal reserve was in an important watershed forest that had performed critical water management functions, acting as a natural filter, regulator, and storage system for water. These forests captured rainfall, improved water quality by filtering pollutants, stabilized streamflows, reduced flood and erosion risks, replenished groundwater, and maintained healthy ecosystems for both aquatic and terrestrial life. According to a preliminary study conducted by the University of Mustafar, extensive coal mining carried the risk of deforestation and the water management role of the forest might be critically reduced. The pollution that those coal-fired power plants would emit into the environment might cause health concerns for the people in the communities close to the plants.

PM Wannachai gave assurance that his government was aware of the study and considered concerns expressed by various civil societies. According to the government environmental protection agency, however, the study did not provide a conclusive result that the risks and harms to the environment were certain, nor did it rule out measures that could prevent or mitigate the adverse effects. The government was of the opinion that such risks and harms were insignificant. On the other hand, the potential economic benefits outweighed them. PM Wannachai emphasized that the underprivileged population of Mustafar needed the economic benefits that this project would provide. More jobs would be created. The jobs could feed many families in dire need of income. Any health concerns to the communities would be minimal due to the distance between the prospective locations of the plants and nereby communities. PM Wannachai gave assurances that the government would protect the public from any harms and monitor the operation of the plants to make sure that all necessary protective measures were duly implemented. He urged the public to be behind the government's efforts, so that Mustafar can reap the benefits that has long been dormant under the ground.

LAW OF MUSTAFAR

COAL BUSINESS ACT 2010

LAW OF MUSTAFAR

COAL BUSINESS ACT 2010

An act to make provision for promoting by way of giving tax exemption and other necessary incentives for the establishment and development in the Kingdom of Mustafar for the promotions of the utilization of rich natural coal reserve in the Kingdom.

BE IT ENACTED as follows:

Section 1

(1) This Act may be cited as the Coal Business Act 2010.

(2) This Act shall be deemed to have come into force on 1 April 2010.

Section 2 The provisions of this Act shall only apply to a company.

Section 3 There shall be a Board of Investment consisting of the Prime Minister as Chairman, the Minister of Energy as Vice Chairman, not more than ten other competent persons appointed by the Prime Minister to act as members, and the Secretary General as member and secretary to the Board, having the powers and duties under this Act.

Section 4

(1) The Board shall from time to time determine such activities as he may deem fit to be promoted the industries or businesses that maximize coal resources in Mustafar.

(2) A list of the promoted activities determined under subsection (1) shall be published by executive order in the Mustafar Gazette.

[*Omitted*]

Section 10 The activities which are eligible for investment promotion by the Board are those which are important and beneficial to the economic and social development, and security of the country, activities which utilize coal resources as raw materials, provided that in the opinion of the Board, they are non-existent in the Kingdom, or existent but inadequate, or use out-of-date production processes.

Section 11 A company that seeks to be a promoted entity shall file to the Board and application for promotion in accordance with the rules, procedure and forms prescribed by the Board, describing the investment project for which promotion is sought.

Section 12 The investment project to which the Board may grant promotion shall be one which is economically and technologically sound.

Consideration will be given to:

(1) the existing number of producers and production capacity in the Kingdom and the size of production capacity to be created under promotion compared with demand estimates;

(2) the quantity and proportion of the resources available in the Kingdom including the capital, raw or essential materials and labour or other services utilised;

(3) the amount of foreign currency which may be saved or earned for the Kingdom;

(4) the suitability and sustainability of the production processes;

(5) other requirements which the Board deems necessary and appropriate.

Section 13 The investment project to which the Board may grant promotion shall be one which incorporates appropriate measures for the prevention and control of harmful effects to the quality of the environment in the interest of the common good of the general living of the public and for the perpetuation of mankind and nature.

Section 14 The promoted entity shall be granted exemption from payment of import duties on machinery as be approved by the Board, providing that such machinery comparable in quality is not being produced or assembled within the Kingdom in sufficient quantity to be acquired for use in such activity.

Section 15 A promoted person shall be granted exemption of juristic person income tax on the net profit derived from the promoted activity as prescribed by an announcement of the Board, of which the proportion to the investment capital excluding cost of land and working capital shall be taken into consideration by the Board, for a period of time the board deemed appropriate.

Section 16 The term of a power purchase agreement to be entered into between a promoted person and the appropriate authority or agency of Mustafar shall be determined by the Board, taking into account, including, but not limited to, the amount of capital to be invested, the technology to implemented and the benefits to the public and the country. If it is necessary to give the minimum purchasing guarantee for each project, such amount shall be determined on the same basis.

[*Omitted*]

Section 20 The State shall not nationalize the activity of the promoted entity.

[*Omitted*]

Section 30 In the case where a promoted entity violates or fails to comply with the conditions stipulated by the Board, the Board shall have the power to withdraw the rights and benefits granted to him, in whole or in part. If the Board is of the opinion that such violation or failure to comply with the conditions by the promoted person is unintentional, the Board may first serve a written warning to the promoted entity to make remedy or to comply with the conditions with a prescribed period. If, after the expiration of such period, the promoted entity has failed to do accordingly without justification, the Board shall take action as it deems appropriate.

[*Omitted*]

The Mustafar Post

PAGE 2 ✱ THE NEWS YOU CAN TRUST ✱ 28 JULY 2010

MUSTAFAR COAL ENERGY PROJECTS ARE THE INVESTMENT OPPORTUNITIES OF THIS GENERATION

Mustafar government will give several incentive packages to investors who want to join the coal-fired power plant projects and make sure they will receive satisfying return on their investment.

Yesterday, Mustafar government led by PM Wannachai continued their series of road shows to convince investors that investment in Mustafar coal energy projects would be a golden opportunity that rarely occurs and could be an opportunity of this generation. His government will start to roll out investment promotion campaigns that include some minimum guarantees for the return on investment. The guarantee will depend on the size of the investment and other key factors that the government will use to determine the final number for each project.

Considering the large amount of capital needed for this kind of project, the government recognized the need for a long period of time before a project can recoup the invested capital and earn sufficient profit to justify the risks. In this regard, PM Wannachai explained that the Coal Business Act (CBA) gave full authority to the government to decide the appropriate term of each project. The policy of his government has been clear that the term of 30 years is quite appropriate and will proceed on this basis.

Moreover, the government will give significant tax benefits to investors who join this campaign. The investor will pay no income tax for 10 years starting from the commercial operation date (COD). Any capital expenses for the generators and the environmental protection measures are deductible at 150% of the actual expenses.

A reporter questioned whether, given that the campaign and investment benefits are quite large, taxpayer money will be well spent and the benefits to the society and Mustafar economy will be worthwhile. PM Wannachai replied that the benefits, such as tax holidays, are minimal when compared to the overall benefits that these kinds of projects can generate. The government estimated that more than 5,000 jobs would be created from each large project. The jobs do not just comprise those who work in the power plant. They include jobs in neighboring businesses and industries, such as transportation and logistics. Even communities and markets in the vicinity of a plant can enjoy the benefits from providing services to those who work in the power plant.

The reliable electricity system in Mustafar will also be a factor that future investors in other sectors will consider, because many manufacturing industries need a steady and reliable electricity system. The more the economy grows, the more electricity Mustafar will need to support and propel the GDP. The cost per megawatt-hour of electricity for coal power plants, on average, is quite competitive. Most of the coal reserves in Joseph Basin can be mined without complicated processes. The price of coal will therefore be inexpensive. The government intends to push more economic growth in various industries and to lure more investors into the country. With these reliable sources of electricity at a competitive price, investors can be more confident in doing business in Mustafar.

PPA No 7/2011

Mustafar Electricity Grid Co., Ltd.

and

Grogura Green Energy Inc.

Dated 1 February 2011

PPA No 7/2011

This power purchase agreement ("**PPA**") is signed on 1 February 2011 between Mustafar Electricity Grid Co., Ltd. and Grogura Green Energy Inc., with the terms and conditions as follows.

Clause 1: The term of PPA is 30 years as from the commercial operation date ("**COD**") in Clause 5.

[...]

Clause 5: Mustafar Electricity Grid Co., Ltd. will determine COD in accordance with the technical suitability, which must be within 15 days as from the date Mustafar Electricity Grid Co., Ltd. receives a testing and commissioning report.

[...]

Clause 10: Grogura Green Energy Inc. agrees to start selling electricity to Mustafar Electricity Grid Co., Ltd. by 15 February 2012. The contracted capacity is 2,300 MW with the voltage level of 115 kV. The quality must be as per Grid Code *Annex No 1*.

[...]

Clause 14: PPA is governed and construed by the law of The Kingdom of Mustafar ("KOM").

Clause 15: In the event that any change in law, regulation, or governmental policy materially affects the economic equilibrium of this PPA or imposes additional burdens on Grogura Green Energy Inc., Mustafar Electricity Grid Co., Ltd. shall take all necessary measures to restore such equilibrium, including compensation, adjustment of tariffs, or amendment of contractual terms.

[...]

THE KINGDOM OF MUSTAFAR

PRIME MINISTER EXCELLENCE AWARD

FOR ECO-FRIENDLY AND SUSTAINABLE BUSINESS MODEL

IS AWARDED TO

Grogura Green Energy Inc.

Biggs Wannachai

MR. BIGGS WANNACHAI

PRIME MINISTER

mepa@mustafar.com www.mepa.go.mus

1 July 2013

MEPA PRESS RELEASE

MUSTAFAR ENVIRONMENTAL PROTECTION AGENCY

Prime Minister Excellence Awards Given to Various Green-minded Mustafar Businesses

Coruscantbura, July 1, 2013. – The Mustafar Environmental Protection Agency today announced 10 recipients of the prestigious Prime Minister Excellence Awards to those who have excelled in implementing green strategies and carrying out business in sustainable manners.
[Omitted]

Energy sector
In the energy sector that has always posed many challenges to the players in this field due to its nature of business, this year award is given to Grogura Green Energy Inc. ("Grogura") Although Grogura engages in coal-fired power business that is inherently susceptible to environmental impacts, Grogura has demonstrated over the years that these challenges can be properly addressed and such impacts can be reduced to the satisfying level that passes the stringent key performance indicators demanded by MEPA. Grogura has improved plant efficiency, used current advance combustion technology and find productive use of its coal waste.
For example, Grogura processes coal before going into the combustion. The method significantly reduce ash and sulfur dioxide emissions. It also uses electrostatic precipitators and fabric filters to remove a high percentage of fly ash from exhaust gases. It uses desulfurization process to reduce significant percentage of sulfur dioxide output of its plant. It installs mechanism to capture ash to reuse it in the production of products like cement or synthetic gypsum for wallboard. Notably, it also uses technology to separate carbon dioxide from the plant's emissions and then capture carbon dioxide for permanent storage or reuse. Given these efforts that require a significant amount of investment, it is no surprise that Grogura surpasses its peer to receive this year award.
[Omitted]

SPECIAL EDITION

The Mustafar Post

SPECIAL EDITION

12 FEBRUARY 2019

BREAKING NEWS

No room for coal in Mustafar

PM May strongly emphasized her policy to get rid of coal power generation in the country, citing harms to society and public health.

After her party won a landslide election, the newly elected ***Prime Minister Yanisa May*** announced her main policy to the National Assembly yesterday. One of the cornerstones of her policies is the elimination of coal-fired power generation business. She spoke that

"Today, we turn the page on a chapter written in soot and smoke. The age of coal, once the backbone of our industrial rise, must now give way to the clean wind of change. I hereby declare the end of coal-fired power generation in our nation! From this moment forward, we commit to a future powered by the sun, the wind, and the boundless promise of green energy!"

--PM Yanisa May

-continued on next page-

In her press conference after the conclusion of the session of the National Assembly, she further echoed the strong dislike of coal energy. She said that a decade ago the government at the time decided to go full stream with coal energy without any consideration of the health of the public and the harm to the environment. Her party voiced such concerns to no avail.

The past decade has proved that she and her party have been right all along. She pointed to a study conducted by the University of Mustafar that was presented to the previous government as evidence supporting her view. When a reporter asked whether the preliminary report was legitimate scientific evidence to make such drastic change in national policy that has been in place for more than a decade, she vehemently replied that was more than enough. In the past decade, the previous government has systematically denied any request for grant to conduct scientific research on any adverse impact that coal industry might create and even instructed governmental agencies not to cooperate with any activities that might jeopardize the coal policy.

PM May also said that before the election, her party conducted a survey of the population in the vicinity of coal power plants. More than two-thirds of participants in the survey replied that their health deteriorated more quickly when compared to their health prior to the existence of the plants.

According to the Ministry of Public Health, the record of hospitals in the vicinity of coal power plants demonstrated that number of patients with lung cancer proliferated by more than 30%, after the plants began their operation. The cases relating to asthma attacks and worsen chronic obstructive pulmonary diseases (COPD) increased five folds. The number of infants and children who suffered neurological and developmental issues increased two folds.

Another piece of evidence, according to the PM, was the statistics kept by the Meteorological Department. The statistics show that the amount of rainfall during the past decade has dropped significantly. When it rained, flooding occurred more often. The department suggested that there were several causes of the change, but one concerning issue was the deforestation in the watershed forest in the Joseph Basin.

When pushed with the questions about whether all coal-fired power plants must go, PM May said that not all coal plants were the same. Some plant was just set up to

exploit Mustafar rich natural resources and took the profit abroad. This kind of business did not pay much attention to the preservation of local environment, because it was not their home. She and Mustafar people would have to live in this motherland unlike those foreign profit-hungry businesspersons who might just leave once the coal reserve was exhausted.

PM May also said that although alternative energy has grown more and more in Mustafar, some reliance on fossil fuel energy might be necessary. To ensure steady supply of electricity to many industries in Mustafar, some local operators might be needed. These local operators, in her opinion, were more green-minded and cared more about local people who were their friends, relatives, acquaintances or compatriots.

At the end of the press conference, PM May reiterated that the election showed that Mustafar people gave strong mandate to pursue this policy. So, fellow people of Mustafar can be certain that she will do whatever it takes to deliver the policy.

THE COAL BUSINESS BAN ACT 2021

KINGDOM OF MUSTAFAR

[Act No. 14 of 2021]

An Act to provide for the cessation of coal-fired power generation and related coal business and to provide for matters connected therewith in the interest of public health and environmental preservation.

[Assented to 15 June 2021]

PREAMBLE

WHEREAS the Kingdom of Mustafar is committed to protecting the health and safety of its citizens and preserving the natural integrity of its territory for future generations;

AND WHEREAS scientific evidence presented by the University of Mustafar and data from the Ministry of Public Health and the Meteorological Department demonstrate a severe and adverse correlation between coal-fired power generation and public health maladies and environmental degradation;

AND WHEREAS the Government of Mustafar recognizes its sovereign duty to take decisive regulatory action to address these immediate and legitimate public welfare concerns;

BE IT ENACTED by the National Assembly of the Kingdom of Mustafar as follows:

PART 1: PRELIMINARY

Section 1. Short Title and Commencement

(1) This Act may be cited as the Coal Business Ban Act 2021.

(2) This Act shall come into force on 1 January 2023.

Section 2. Interpretation

In this Act, unless the context otherwise requires —

"Cessation Date" means the date on which this act comes into force.

"Coal Business" means any activity related to the exploration, mining, processing, or burning of coal for the purpose of commercial power generation.

"Existing Operator" means any juridical person conducting a Coal Business within the Kingdom of Mustafar prior to the date on which this Act comes into force.

"Minister" means the Minister of Energy.

PART 2: PROHIBITION OF COAL BUSINESS

Section 3. Prohibition of New Coal Business

As of the commencement of this Act, no person or entity shall be granted a licence, permit, or approval to establish or commence any new Coal Business in the Kingdom of Mustafar.

[Omitted]

Section 7. Transformation of Existing Operations

Every Existing Operator shall wind down and permanently cease all operations related to its Coal Business on the Cessation Date.

After the Cessation Date, the Minister may allow the Existing Operator to operate its Plant to generate power from sources other than coal, subject to the law applicable to such operation.

[Omitted]

Section 8. Prohibition on Compensation For the avoidance of doubt, no Existing Operator shall be entitled to compensation from the State for any loss of future profits, loss of goodwill, or economic disadvantage arising from the implementation of this Act.

[Omitted]

PART 4: ENFORCEMENT

Section 10. Powers of the Minister

(1) The Minister is empowered to take all necessary actions to ensure compliance with this Act.

(2) If an Existing Operator fails to transform its business under Section 7, the Minister may, by written order, authorize State agents to enter upon the operator's premises and take all necessary steps to halt the operation, including the seizure and forfeiture of the plant, machinery, and related property to the State.

[Omitted]

Section 20. The measures laid down in this Act or any additional measures supplemented by the regulations to be issued by the Minister shall not affect any other rights or privileges granted by other applicable laws as long as the rights and privileges do not frustrate the objectives of this Act.

Yanisa May

Prime Minister

In the GENERAL DIVISION OF

The High Court of the Kingdom of Mustafar

[2024] MUSHC 005

Between

Grogura Green Energy Inc.	Claimant
And	
Ministry of Industries	Defendant

Jango J**.**

31 January 2024

[*Omitted*]

Whether an injunction restraining the defendant from seizing Pasintas Plant should be granted

43 The High Court has the power, pursuant to s 58 of the Rules of Civil Procedure, to grant interim injunctions. To obtain such an injunction, however, the applicant must establish the following requirements:

(a) There is a valid legal question to be tried;

(b) Damages may not be an adequate remedy; and

(c) The balance of convenience lies in favour of granting the injunction.

[*Omitted*]

Whether there is a valid legal question to be tried

45 I turn now to the first requirement set out above. The claimant bears the burden to demonstrate to the satisfaction of this court that there is a legal question to be tried that is valid under the applicable laws.

46 The applicable law on this matter is the Coal Business Ban Act of 2021. The claimant argued that the enforcement of the law by the defendant violates the claimant's legal right that has been duly granted by the Coal Business Act of 2010, agreed upon in the power purchase agreement and are protected under international commitment that the Kingdom of Mustafar provides to foreign investors.

47 The Coal Business Act of 2010 may be enacted to promote the coal-fired power generation in the country. The law is based on the necessity at the time of its promulgation. However, the laws of any country may be modified, amended or even repealed as demanded by the public interest. When the National Assembly passed the Coal Business Ban Act of 2021, the law also represents the need of the present time and gives clear policy toward coal business. The action taken by the defendant is within the realm of its authority. Any contractual obligation can only be valid as long as it is in accordance with the law. Furthermore, the claimant fails to provide any tangible fact that the international law that the claimant relies upon prohibits the application and enforcement of the domestic law in this instance. Therefore, the claimant has not satisfied the requirement that there is a valid legal question to be tried.

Conclusion

48 The application is denied.

Jango J.

Judge of the High Court

In the GENERAL DIVISION OF

The High Court of the Kingdom of Mustafar

[2024] MUSHC 007

Between

Coal Supreme Inc. … Claimant

And

Ministry of Energy … Defendant

Mothma J**.**

31 March 2024

[*Omitted*]

Whether an injunction restraining the defendant from seizing the claimant's power plant should be granted

47 The High Court has the power, pursuant to s 58 of the Rules of Civil Procedure, to grant interim injunctions. To obtain such an injunction, however, the applicant must establish the following requirements:

(a) There is a valid legal question to be tried;

(b) Damages may not be an adequate remedy; and

(b) The balance of convenience lies in favour of granting the injunction.

[*Omitted*]

Whether there is a valid legal question to be tried

49 The first criteria that the claimant has to overcome is whether there is a valid legal question to be tried.

50. Although the Coal Business Ban Act of 2021 provides for the transformation of coal-fired power plant into other eco-friendly sources of energy, I have some serious doubt as to the scope of its application to the power plants that have obtained rights and privileges under the Coal Business Act of 2010 due to the wording in some provisions that may lend to different interpretation from different perspectives. I believe that the claimant satisfies this first requirement.

Whether damages may not be an adequate remedy

51 The claimant argues that shutting down the operation of the power plant will entail business disruption to the extent that it may be almost impossible to restart its operation again due to several technical and business issues. For example, suspension will cause disruption to the cashflow that the claimant uses to pay various suppliers and financial institutions that give financial support to the project. It may cause default and cross-default in several financial facility agreements. The financial burden will be more than the claimant's business can viably accommodate. Restarting the power plant after long period of hibernation will require significant costs and expenses for maintenance. Many parts that stay idle for long period of time may not be technically functional. On this issue, I again agree with the claimant that damages at the end of the litigation may not be an adequate remedy.

Whether the balance of convenience lies in favour of granting the injunction

52 The economy of Mustafar has grown significantly during the past decade. The economic growth has been possible because of the proliferation of manufacturing facilities in many sectors. The manufacturing business brings with it jobs and income for underprivileged people in Mustafar society. These plants need steady and reliable source of electricity. Although so-called green energy has become more common in Mustafar, the energy generated from the green sources is not as steady and reliable as those from traditional power plants. Shutting down the claimant's business at this stage of the litigation may do more harm than good to Mustafar's economy. Mustafar still needs electricity from the claimant's plants. I believe that keeping the operation of the claimant's plant while there is no final legal determination is the better route for public good.

Conclusion

53 The application is granted.

Mothma J.

Judge of the High Court

In the GENERAL DIVISION OF

The High Court of the Kingdom of Mustafar

[2025] MUSHC 010

Between

Coal Supreme Inc. … Claimant

And

Ministry of Energy … Defendant

Luthen J**.**

1 August 2025

[*Omitted*]

Background facts

[*Omitted*]

5. In 2011, the claimant entered into a power purchase agreement ("PPA") with Mustafar Electricity Distribution Co., Ltd. Under the terms and conditions of the agreement, the claimant was entitled to sell electricity for 30 years. The claimant also obtained other benefits that the Coal Business Act 2010 provided, for example, income tax holiday and the exemption from custom duty for machinery.

6 In early 2021, the National Assembly passed the Coal Business Ban Act ("CBBA"). Article 7 of the Act provides, in essence, that an operator of coal power plant may be allowed to continue its operation after the cessation date if the plant uses other sources of fuel, other than coal.

7 After the cessation date, the defendant notified the claimant to comply with the requirement of the CBBA, i.e., changing the source of fuel or ceasing its operation. Failure to comply may entail the seizure of its operation.

8 The claimant filed this case with the court and asked this court to issue an order prohibiting the enforcement of the CBBA on its business.

[*Omitted*]

Whether an order restraining the defendant from seizing the claimant's plant and forcing the conversion of the plant should be granted

[*Omitted*]

65 The claimant argues that they should not be forced to convert its power plant to use any another source of fuel other than coal that has been used since the commercial operation date, because the CBBA does not apply retrospectively.

66 The defendant, on the contrary, insists that they have full power under the CBBA to seize the operation of the claimant if the requirements of the CBBA are not met. The law applies unequivocally and equally to all operators of coal power plants.

[*Omitted*]

75 I agree with the claimant that although CBBA may be promulgated with good intention to preserve not only Mustafar's climate but also global climate, the law can do so only to some certain extent. The defendant that is tasked with enforcement of the law must act within the boundary granted by the legislature. Here the legislature does not express its will as clearly as the defendant is trying to say. The terms and conditions of the law are not so unequivocal that only one way of interpretation can exist.

76 As the claimant points out, there are several provisions in the laws that beg for interpretation that is different from those expounded by the defendant. For example, Article 20 of the CBBA provides that the measures laid down in the law or any additional measures supplemented by the regulations to be issued by the defendant will not affect any rights or privileges granted by other applicable laws as long as the rights and privileges do not frustrate the objectives of the CBBA. In this regard, I agree with the claimant that the CBBA cannot apply retroactively to deprive the claimant of all rights and privileges that it has obtained from other laws including the Coal Business Act of 2010. The continuation of the claimant's operation does not frustrate the goals of the CBBA, because it will ensure the continuous and sufficient supply of electricity while the supply of electricity from renewable sources still fluctuates. According to an expert report of Professor Chewbacco of Hansolar University, the sudden closure of the claimant's power plant would cause a major power outage across the whole country for at least a month. The goal of the CBBA is to provide clean sources of electricity for the growth of the economy. However, if the electricity from such sources is not sufficiently reliable, the economic growth may be affected.

[*Omitted*]

Conclusion

82 I therefore concluded that the injunction sought by the claimant is warranted.

Luthen J.
Judge of the High Court

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ICSID Case No. ARB/25/68

Date: 8 November 2025

Response to the Request for Arbitration

In the matter of:

Landonis Green Coal Inc.

Counsel for the Claimant: Yuthapichai & Partners

Against:

The Kingdom of Mustafar

Counsel for the Respondent: Jaja & Bings LLP

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1 INTRODUCTION

1. The Kingdom of Mustafar ("**Respondent**") submits this Response to the Request for Arbitration dated 1 October 2025, filed by Landonis Green Coal Inc. ("**Claimant**") under the Convention on the Settlement of Investment Disputes between States and Nationals of Other States ("**ICSID Convention**"), ICSID Convention Institution Rules ("**ICSID Rules**") and the AAN Free Trade Agreement ("**AANFTA**").

2. In this Response, unless otherwise stated, the Respondent adopts the abbreviations used in the Claimant's Request for Arbitration ("**RFA**").

3. The Respondent hereby denies all claims raised and statements made by the Claimant in the RFA and raises jurisdiction and admissibility objections. In the RFA, the Claimant deliberately leaves out some important information and therefore leads the Tribunal to come to an entirely wrong factual and legal assessment. This is just an example of the Claimant's bad faith and reprehensible behaviours, which the Tribunal should not tolerate.

4. In the RFA, the Claimant portrayed itself as a blameless foreign party adversely affected by the Respondent's domestic political dynamics and policy changes. In truth, however, the Claimant was actively engaged in, and benefited from, the very circumstances it now seeks to conceal, the largest corruption case in the history of the Kingdom of Mustafar involving Mr Biggs Wannachai ("**Former PM Wannachai**"). On 12 December 2018, the Supreme Court of Mustafar, Anti-Corruption Division ("**Mustafar Supreme Court"**), rendered a final judgment against Former PM Wannachai on the issue of corruption and, as a result, Grogura Green and its executives – all of which are the Claimant's executives – are subject to criminal court proceedings by the public prosecutors and the Anti-Corruption Authority of Mustafar. Details are elaborated below.

5. The Respondent is represented by:

Mr. Boba Fatta
Ministry of Foreign Affairs
8-F Headquarter Square
Obi-Wang Street, Couruscant City,
25193 Kingdom of Mustafar
Email address: 3cpo@mfa.mf

Mr Palpadine Bings
Jaja & Bings LLP
999 Tatooine Road,
Galactic District, Couruscant City,
25193 Kingdom of Mustafar
Email address: Sith@jjbingslaw.mf

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2 PRELIMINARY OBJECTIONS

6. The Respondent respectfully submits that the Tribunal lacks jurisdiction over the present dispute. Alternatively, the Claimant's claims must be declared inadmissible. The reasons are threefold: (i) the Claimant's purported investment was obtained through corrupt dealings and thus does not qualify as a covered investment under AANFTA; (ii) the Claimant's claims in the RFA are barred due to the proceedings commenced by and the award rendered against the Claimant's controlling shareholder, Hawk Capital; and (iii) the Claimant has not satisfied the prerequisites under AANFTA before submitting this dispute to arbitration. The Respondent addresses each reason in turn below.

(i) Claimant's purported investment does not qualify as covered investment under AANFTA due to corrupt dealings

7. As summarized by the Claimant, Former PM Wannachai, the key person who had brought the Claimant and its special purpose vehicle, Grogura Green, to the Kingdom of Mustafar, was suspended from his office on 30 August 2018. After months of hearings, Former PM Wannachai was officially removed from office after the Mustafar Supreme Court's ruling on 12 December 2018 that he had violated the Mustafar Constitution. In the ruling, Former PM Wannachai was condemned for his serious lack of moral integrity and his breach of ethics rules, resulting from "*consistently engaged in multiple corrupt dealings involving the promotion of coal-fired power plants*". The Mustafar Supreme Court also mentioned that there were several third parties involved in the corrupt dealings by Former PM Wannachai, but the issues would be within the jurisdiction of the competent criminal court. Former PM Wannachai was sentenced to fifteen years in prison. [See Respondent Exhibit R *1*]

8. The then Mustafar government immediately felt the impact of the Mustafar Supreme Court's ruling. Given the loss of trust and confidence by the public and the parliamentarians, Coal Tomorrow Party could no longer run the government, paving the way for PM May, the leader of the Greener Day Party, to form a new government in January 2019. As one of PM May's commitments for her first 100 days of premiership, a special investigative committee on Wannachai's corrupt dealings ("**Special Committee**"), headed by former leader of Greener Day Party – Madame Padmie Amidale KC, was set up to gather evidence, including those presented in Former PM Wannachai's case, and prosecuted the persons related to Former PM Wannachai' scandal. Madame Amidale KC was commonly

known as Former PM Wannachai's longstanding political rival in many national elections, all of which Madame Amidale KC lost by a very close margin.

9. After almost two years of investigation by the Special Committee, dozens of people, including local politicians and high-ranking officials of the Ministry, were prosecuted and found guilty by the competent criminal court. Later, on 24 October 2022, Madame Padmie Amidale KC and other members of the Special Committee held a press conference to announce the investigations against many coal-fired power plant operators, including Grogura Green and its executives [See Respondent Exhibit R *2*]. Evidence came to light that many operators wired funds to the brother-in-law of Former PM Wannachai and other high-ranking officials of the Ministry, in exchange for the licenses and the longer terms of the PPAs. According to the documentary evidence, funds were transferred by many operators to several public officials on a yearly basis after the licenses were granted. Especially in 2013, the funds were significantly increased as the Ministry started giving out awards to power plant operators. National press in Mustafar contacted Grogura Green and the Claimant for comments, but no responses were received.

10. On 23 October 2023, marking one-year anniversary of the press release, the Special Committee launched a public statement on its website, stating that the Special Committee found coal-fired power plant operators, including Grogura Green and its executives (who were also executives of the Claimant), *prima facie* guilty of corruption charges. In the press release [See Respondent Exhibit R *3*], it contains the following paragraph:

> "*In order to secure a package deal of highly demanded licenses and long-term contracts with Mustafar Electricity Grid Co., Ltd., many coal-fired power plant operators, especially foreign-owned, engaged in the so-called lobbyist activities and paid approximately USD 40 million to consultants connected to key high-ranking public officials, including Mr Ren Mandaloria – brother-in-law of former PM Wannachai. The exchange of benefits between coal-fired power plant operators and public officials continued on a regular basis, even after the licenses and the contracts were secured. Evidence suggests that there may be some correlation with the disappearance of environmental and health activists during 2011-2016. Thus, it is reasonable to believe that many coal-fired power plant operators were involved in corrupt dealings involving former PM Wannachai who has already been sentenced by the Court.*"

11. The Special Committee then forwarded the case file and evidence to the public prosecutor and, on 22 April 2024, a criminal case on account of corruption was commenced against

Grogura Green and its executives. Despite many writs being served on them, Grogura Green and its executives have not submitted any statement of defence to the criminal court, and the case is still pending before the criminal court of first instance until present. Investigative reporters went to Grogura Green's registered office and found that it was closed for months with court papers and other official legal documents lying on the floor inside their vacant office [See Respondent Exhibit R *4*].

12. It is apparent that the Claimant and its executives were involved in corrupt dealings with Former PM Wannachai and various public officials since its inception. The purported investment of the Claimant has been tainted by the very corrupt and illegal actions of the Claimant and its executives under the laws, regulations and policies of the Respondent. The Claimant's purported investment therefore does not, and should not, qualify as a covered investment under AANFTA. The Respondent also submits that the Claimant does not come to the Tribunal in good faith and it should not be allowed to benefit from its own unlawful behaviours.

(ii) The Claimant's claims are barred by the doctrines of *res judicata* and/or collateral estoppel

13. In the RFA, the Claimants conveniently omits the fact that on 16 December 2024, Hawk Capital, the ultimate beneficial owner of the Claimant, had already commenced an arbitration against the Respondent under AANFTA based on the same factual pattern argued in this arbitration ("**Hawk Capital Arbitration**"). Similar to this arbitration, Hawk Capital, a company incorporated under the law of the Republic of Andor with 49% shareholding and full control in the Claimant, had claimed in its memorial that it has lost its purported investment in Grogura Green (which it held through the Claimant) based on the grounds of (i) the Respondent's failure to make prompt, adequate and effective compensation against expropriation; and (ii) the Respondent's failure to satisfy FET standard under AANFTA and to entertain the legitimate expectation of Hawk Capital.

14. After tough legal battles, through procedural and substantive arguments, the tribunal in the Hawk Capital Arbitration finally rendered its award on 11 July 2025, dismissing Hawk Capital's claims based on jurisdictional and admissibility grounds ("**Hawk Capital Award**") [See Respondent Exhibit R *5*]. In the dispositive section of the Hawk Capital Award, the tribunal found that

> "*The purported investment of Hawk Capital was tainted by corrupt dealings in connection with Former PM Wannachai and will not be protected as it has been created, and retained,*

in violation of national and international principle of good faith, by way of corruption. In other words, the creation of the purported investment constitutes a misuse of the system of international investment protection. Hawk Capital's claims therefore should not be entertained as it would be contrary to international public policy."

15. Coming back to this arbitration, the Respondent submits that history must repeat itself. The Claimant, as a vehicle of Hawk Capital, submits the same claims in this arbitration by relying on the same factual and legal grounds which have been decided in another arbitration. Claimants in both arbitrations also sought the same relief against the same Respondent. Allowing the Claimant to re-litigate the issues which have been dismissed by another tribunal, merely by relabelling them as fresh new claims would be an abuse of process. This creates risks of diverging and, without a doubt, conflicting decisions. Thus, the Claimant's claims and issues raised in this arbitration should, and must be, precluded.

(iii) The Claimant has not satisfied the prerequisites under AANFTA before submitting this dispute to arbitration

16. Before submitting the RFA dated 1 October 2025, the Claimant sent a request for consultation to the Respondent on 4 April 2025 ("**Consultation Request**"), requesting that the Respondent engaged in resolving the dispute with the Claimant through consultation pursuant to Article 20 of AANFTA [See Respondent Exhibit R *6*]. The Consultation Request was, however, a two-page document with no details on the specific actions of the Respondent, which gave rise to the dispute.

17. On 25 April 2025, after consultation with the Office of the Council of State, the Respondent therefore wrote back to the Claimant asking them to provide more information regarding the legal and factual basis for the dispute [See Respondent Exhibit R *7*]. On 15 May 2025, the Claimant responded by providing some details on the facts giving rise to the dispute, without providing any legal analysis on the same, and with a reservation that it would provide more information about the dispute in the future [See Respondent Exhibit R *8*].

18. With an honest belief that engaging in correspondence would not be the most effective means of communication, the Respondent then responded to the Claimant on 3 June 2025 with an invitation to attend a physical meeting on Friday, 13 June 2025 at Mustafar Government House's basement to keep the matter strictly confidential [See Respondent Exhibit R *9*]. The Claimant did show up at the meeting with a person who claimed to be a representative of the Claimant. He discussed briefly the fact that the Claimant's Mustafar office had been closed and informed the Respondent that the Claimant had no time to

prepare for the meeting. The meeting was then postponed without substantive discussions between the parties.

19. After that, the Respondent followed up with the Claimant and their representative about the subsequent meetings, but the Claimant did not respond until the filing of the RFA on 1 October 2025.

20. In this light, the Respondent submits that the Claimant did not sincerely and genuinely attempt to resolve the dispute amicably with the Respondent through meaningful consultations as provided by AANFTA. Furthermore, on 15 May 2025, the Claimant only provided an incomplete set of information regarding the legal and factual basis for the dispute, leading to the Respondent conducting their own gathering of facts. There have been no discussions between the Parties on the substance of the dispute before the filing of the RFA. The Respondent also submits that the consultation effectively commenced on 15 May 2025 at the earliest and the cooling off period of 180 days was not lapsed at the time of the filing of the RFA. Thus, the Claimant did not satisfy the prerequisites for bringing this dispute to arbitration under AANFTA and/or submitted this dispute to arbitration prematurely.

21. The Respondent reserves the right to elaborate on its preliminary objections, including jurisdictional and admissibility objections, at a later stage.

3 DENIAL OF BREACH

22. The Respondent denies any and all allegations of breach under AANFTA, including:

    a) Expropriation: No expropriation occurred. All measures issued by the Respondent are in line with its obligations under international law, with the intention to achieve legitimate public welfare objectives. The Claimant voluntarily sold its assets to Bio Build and received appropriate consideration in return. The sale was a commercial transaction between two private parties, neither a forced seizure nor a forced sale. The Respondent was not involved in, and did not instigate, such transaction. In any case, the Claimant could have claimed compensation from MEG under the PPA, but it chose not to do so.

    b) Fair and Equitable Treatment (FET): The Respondent provided a transparent and predictable regulatory framework for investment in a non-discriminatory manner. Given the Claimant's corrupt dealings with Former PM Wannachai and other governmental officials, the Claimant knew full well that the premise of their investment was illegal and no commitment was made for and on behalf of the

Respondent. Thus, no legitimate expectations were established, nor relied on by the Claimant.

c) Denial of Justice: The Respondent High Court's decisions were impartial and well-reasoned. The Claimant failed to demonstrate any procedural unfairness in the RFA since it had full access to judicial remedies but chose not to continue the proceedings until the merits phase. To date, neither definitive order nor judgment on substantive issues has been rendered by the Respondent High Court against the Claimant. Thus, the Claimant cannot claim that it had been denied justice in any legal or administrative proceedings.

23. First and foremost, the Respondent has always been actively participating in various international instruments, including treaties and conventions relating to sustainable development and the protection of public health, safety and the environment. In particular, the Respondent is a party to many important treaties addressing the issues of environment and climate change, such as the United Nations Framework Convention on Climate Change (since 1992), the Kyoto Protocol to the United Nations Framework Convention on Climate Change ("**UNFCCC**") (since 2005) and the Paris Agreement (since 2016). The Respondent is also a member state of the United Nations and a party to the United Nations Convention on the Law of the Sea. It has also been a dedicated state party to various human rights treaties, including the International Covenant on Economic, Social and Cultural Rights and the International Covenant on Civil and Political Rights.

24. When the Government under the leadership of PM May took office in 2019, the Respondent strengthened the commitments to various international obligations that the Respondent owes to the international community. This includes the commitments to prevent significant harm to the environment and public health, and to adopt measures on the mitigation of climate change. The Respondent's commitments are well reflected in PM May's first address to the National Assembly in February 2019 and the passing of the CBBA to combat irresponsible coal-fired power plant operators, most of whom relate to Former PM Wannachai's scandal.

25. The CBBA was enacted in preparation for the 26th session of the Conference of the Parties (COP 26) to the UNFCCC, in which the Respondent joined forces with other state parties to rapidly phase out coal power – axiomatically known to be the single biggest contributor to climate change. This forms part of the multilateral joint efforts to minimise temperature rises in line with the Paris Agreement. The CBBA therefore grants approximately 1.5 years

to all existing coal-fired power plant operators to ensure a just transition away from "Coal Business" as defined under the CBBA.

26. The Respondent's Ministry, which is the responsible authority under the CBBA, has enforced the CBBA fairly and actively. To no one's surprise, the Claimant acts as an innocent party but in fact it is not. Despite the Ministry's multiple good faith attempts to contact the Claimant on the enforcement of CBBA, and the grace period specified therein, the Claimant did nothing but to ignore the Ministry's attempts. No responses from Grogura Green were received. Even after the grace period, the Respondent also tried to reach out to Grogura Green's contacts but to no avail. This is against the context that all coal fired power plant operators, except Grogura Green and Coal Supreme, had complied with the CBBA without protest. The Respondent was not informed that Grogura Green had tried to upgrade its plant to be more environmentally friendly or tried to comply with the CBBA.

27. As the head of the Respondent's Government, PM May took matters into her own hands since various civil societies, including NGOs, published articles, causing that generated public pressure and held the Respondent's Government accountable for failing to enforce the CBBA actively against Grogura Green and Coal Supreme [See Respondent Exhibit R *10*]. Both contributed around 75 percent of the whole coal-fired power plant market in Mustafar. Some NGOs even issued open letters to the Ministry and demanded a substantive response within a limited timeframe. They also threatened that they would initiate legal proceedings against relevant governmental authorities, including the Ministry and the Respondent's Government, for not enforcing the CBBA.

28. After years of unsuccessful attempts to contact Grogura Green before and after the "Cessation Date" of 1 January 2023, according to the CBBA, PM May had no choice but to instruct the Ministry to take action on 2 December 2023 against both Grogura Green and Coal Supreme by enforcing the CBBA and giving warning letters that the Government would cease the operation of relevant plants (including Pasintas Plant) by 30 June 2024 if they continued to operate the plant illegally[See Respondent Exhibit R *11*]. This warning letter gave Grogura Green and Coal Supreme a period of almost 6 months to comply with the CBBA. However, both took strategic decisions not to comply with the warning letter and chose to continue their operations as they were.

29. On 10 December 2023, Mustafar High Court received Grogura Green's complaint against the Ministry and an application for interim measures on an emergency basis, seeking to suspend the effect of the Ministry's warning letter dated 2 December 2023 pending the

resolution of the case in Mustafar High Court. On 31 January 2024, the Court however dismissed Grogura Green's application for interim measures since Grogura Green failed to provide sufficient evidence to convince the Court that there is an imminent threat against Grogura Green's operation of Pasintas Plant. During the hearing, Grogura Green only provided one witness to the Court without supporting evidence on how the warning letter or the action mentioned therein would affect Grogura Green's operation of the plant. Although Mustafarian law allowed Grogura Green to resubmit an application for interim measures based on different grounds, Grogura Green withdrew the complaint from the Court unilaterally, without providing any reasons, shortly after failing to obtain interim measures from the Court.

30. The Respondent admits that the story for Coal Supreme is different. Mustafar High Court did grant Coal Supreme's application for interim measures on 23 December 2023. However, the reasoning of the Court in Coal Supreme's proceedings was clear that Coal Supreme raised different arguments from Grogura Green and provided strong and convincing evidence on how the Ministry's warning letter would impact Coal Supreme's operation and the economy of Mustafar in general. In its case file, Coal Supreme even provided an expert report of Professor Chewbacco of Hansolar University proving that the sudden closure of Coal Supreme's power plant would cause a major power outage across the whole Kingdom of Mustafar for a least a month. On the contrary, no such report or evidence was provided by Grogura Green in its application or during examination of witnesses.

31. After Grogura Green withdrew the complaint from Mustafar High Court, as mentioned in paragraph 29 above, a criminal case was initiated against Grogura Green and its executives based on the allegations of corruption on 22 April 2024 [See Respondent Exhibit R *12*]. Nine days later, on 1 May 2024, Grogura Green and the Claimant simultaneously made a public announcement of the sale of its stakes in Pasintas Plant to Bio Build. The Respondent hereby submits that it was not involved in the sale transaction in any way whatsoever. Such sale transaction was a voluntary commercial dealing of private parties. The "force" that the Claimant claimed in the RFA relating to the sale transaction seems to be their own force to flee from Mustafar, away from the problems that they had left behind.

32. After the sale transaction, Bio Build reached out to the Ministry and provided an official undertaking to the Respondent that it would operate Pasintas Plant in a more sustainable way. In exchange, they asked the Respondent to give another round of grace period and suspend the application of CBBA to Pasintas Plant for around 9 months. The Respondent

agreed with the proposed approach and granted a special order to suspend the application of CBBA. As evidenced by Bio Build's success in converting Pasintas Plant into a greener biomass fired power plant almost a year later, it is clear that the Grogura Green and the Claimant could have done the same, but they chose not to do.

4 COMPENSATION

33. The Respondent rejects the Claimant's damages claim of USD 350 million as speculative, inflated, and unsupported by credible evidence. The discounted cash flow (DCF) method used is inappropriate given the nature of fossil fuel phase-out measures and the Claimant's failure to mitigate losses. In particular, future energy prices are difficult to predict due to their high volatility and, given the international collaborative efforts to mitigate climate change, factors, including effectiveness of climate policies and advancement of low carbon technologies, must be taken into account when assessing the amount of compensation. The Respondent reserves the right to make submissions on an appropriate method for damages calculation (if required) at later stage in these proceedings.

34. The Respondent also rejects the inclusion of any sunk investment costs by the Claimant as no facts were given that the Claimant had made any attempt to upgrade Pasintas power plant or ensure its compliance with local environmental laws, including CBBA.

35. The Respondent also submits that the Claimant failed to exercise its rights under Article 15 of the PPA, governing appropriate compensation in case of any change in law, regulation or governmental policy. Before commencing this arbitration, the Claimant made no demand to MEG for compensation and, thus, it only has itself to blame for not being compensated.

5 CONSTITUTION OF THE TRIBUNAL

36. Pursuant to Article 24(1)(a) of AANFTA, the Tribunal shall comprise three arbitrators and the Respondent is entitled to appoint one arbitrator. The Respondent therefore appoints Professor Minch Yodar, a national of Jedha, as arbitrator.

37. Professor Minch Yodar's contact information is the following:

Professor Minch Yodar
University of Polis Massa
56 Windu Avenue, 4234
the Capitol of Dagobah, Jedha

6 RELIEF SOUGHT

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38. In light of the foregoing, the Respondent respectfully requests the Tribunal to:

a) **DECLARE** that it lacks jurisdiction over the claims brought by the Claimant and/or the Claimant's claims are inadmissible;

b) **DISMISS** all claims in their entirety;

c) **DECLARE** that the Respondent does not have to pay to Claimant any damages or compensation; and

d) **ORDER** the Claimant to bear the costs of this arbitration, including the Respondent's legal fees and expenses.

Respectfully submitted,

For and on behalf of the Respondent

Mr. Boba Fatta	**Mr Palpadine Bings**
Ministry of Foreign Affairs	Jaja & Bings LLP

The Supreme Court

[2018] MUSC 010

People

Respondent

vs

Mr. Biggs Wannachai

Appellant

Luke J**.**

12 December 2018

[*Omitted*]

The people prosecuted defendant Mr. Biggs Wannachai, a former prime minister of the Kingdom of Mustafar for corrupt dealings relating to coal-fired power plants. The people alleged that defendant received undue benefits, gifts and kickbacks in return for granting licenses to companies that were not legally qualified and fail to operate in accordance with laws and regulations to protect environment.

[*Omitted*]

On 4 November 2010, Grogura Green Energy Inc. ("Grogura green") transferred 1,000,000 USD to a bank account of Little Bigg Investment Guru Co., Ltd., ("Little Bigg") a company of which 90% of outstanding shares were held by Mr. Andy Wannachai, a son of defendant. Grogura Green asserted that the money was a remuneration for investment advice and other services that Little Bigg provided. There was a two-page contract signed by directors of both parties. There was no tangible services that Little Bigg provided.

On 12 December 2010, Ms. Debby Solomon, an executive of Grogura Green, was invited to a birthday party for Mrs. Mula Wannachai, the wife of defendant. Ms. Solomon gave a Swiss watch to Mrs. Wannachai as a birthday gift. The watch price at the time was around 200,000 USD.

On 5 March 2011, Grogura Green transferred another 1,000,000 USD to a bank account of Little Bigg, again under the pretext of being a remuneration for services provided.

[*Omitted*]

To punish the defendant, the people must establish that there existed all elements of the crimes under Section 7 of the Anti-corruption Act. Section 7 provides that

> "*any public official who accepts, directly or indirectly, an undue advantage for the official himself or herself or another person or entity, in order that the official act or refrain from acting in the exercise of his or her official duties shall be punished by imprisonment for not more than 20 years*."

[*Omitted*]

… The evidence adduced by the people as discussed earlier shown beyond a reasonable doubt that defendant together with others who are not prosecuted in this case committed corruption by received undue benefit and kickbacks in return for exercise of his duties as the prime minister on several occasions and consistently engaged in multiple corrupt dealings involving the promotion of coal-fired power plants.

[*Omitted*]

The defendant is sentenced to ten years imprisonment without parole.

Luke J.

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e-mail: press@sccdpa.gov.mf +66 2 345 6789 SCCDPA | Official Website

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PRESS RELEASE

24 October 2022

Breaking News

SCCDPA Announces Investigation into Coal-Fired Power Plant Operators

Madame Padmie Amidale KC, the chair of Special Committee on Corrupt Dealings in the Past Administration, announced today that there were several coal-fired power plant operators who were under investigation for corrupt dealings.

After several local politicians and high-ranking officials of the Ministry of Energy were prosecuted and have been found guilty, the Special Committee does not stop its efforts to find more accomplices in the corrupt dealings. By its nature, it was impossible that there were not accomplices in the private sectors. The undue benefits from such dealings inevitably went to those in private sectors, and they were the ones who paid bribe to politicians and high-ranking officials. From the evidence that we have gathered, there were executives from various coal-fired power plant operators. At this stage of the investigation, we can confirm that we have found strong evidence that executives of Grogura Green Energy Inc. wired funds to the brother-in-law of former Prime Minister. There was no express business legitimate justification for such funds, other than being a consultancy fee without tangible services.

Many operators wired funds to several public officials on a yearly basis even after the licenses were granted. It formed a practice in this business where power operators gave bribe and kickback to officials to gain some preferential treatment or cause them to look away where there was something wrong. We have gathered more and more facts and evidence and could soon initiate criminal cases against these executives.

We will inform the public later once there is any significant development on this matter.

Printer Article | Save Article

Related Documents

- Full Investigation Report (PDF)
- Financial Analysis Summary
- Legal Framework & Authority
- List of Involved Entities

Latest Updates

- Investigation into Power Plant Operators
- Evidence of Wire Transfers Uncovered
- Ministry Officials Found Guilty
- Grogura Green Energy Under Scrutiny

Contact Information

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Press Inquiries:

Special Committee on Corrupt Dealings in the Past Administration

Kingdom of Mustafar • Established under the Transparency and Accountability Act 2022
Investigating Corrupt Dealings in the Past Administration

OFFICIAL GOVERNMENT PORTAL

23 October 2023

Special Investigative Committee Concludes Investigation into Widespread Corruption in Energy Sector

The Special Committee on Corrupt Dealings in the Past Administration concluded its investigation and found that there was prevalent corruption among high-ranking politicians and government officials.

Last year, when PM May took office, there were widespread allegations that there were many politicians and governmental officials who were involved in corruption in the energy sector in the country. Such allegations were the aftermaths of the criminal case against former PM Wannachai. The facts and evidence in the case showed that such corruption could not have been done alone. There must be network of those who collaborated to push through various dubious transactions and projects. Many licenses or approvals were granted because politicians and government officials received undue benefits from the energy operators.

Financial and Exvironment Impact

The corruption caused taxpayers a lot of money. The money just went to pockets of politicians and was used as election fund. Many licenses and approvals that should not have been granted also caused significant environmental damage. Some of the damage might be beyond repair. Future generations will live with such deteriorated environment. Moreover, data from Ministry of Public Health also proved that many people suffered various health problems. Empirical data showed that it was very likely that pollution from coal-fired power plants was the main cause of the health problems for those living in the vicinity of the plants. Many of the plants involved in the corruption employed sub-standard protective measures.

Related Documents

- Full Investigation Report (PDF)
- Financial Analysis Summary
- Legal Framework & Authority
- List of Involved Entities

Latest Updates

- Committee Forwards Cases to Prosecutors
- Environmental Impact Assessment Released
- Public Health Data Analysis
- Timeline of Corrupt Transactions

Contact Information

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Ministry of Justice Building
Mustafar City, Kingdom of Mustafar

press@sccdpa.gov.mf
+66 2 345 6789

Press Inquiries:

NEXT

Special Committee on Corrupt Dealings in the Past Administration

23 October 2023

In order to secure a package deal of highly demanded licenses and long-term contracts with Mustafar Electricity Grid Co., Ltd., many coal-fired power plant operators, especially foreign-owned, engaged in the so-called lobbyist activities and paid approximately USD 40 million to consultants connected to key high-ranking public officials, including Mr Ren Mandaloria– brother-in-law of former PM Wannachai. The exchange of benefits between coal-fired power plant operators and public officials continued, on a regular basis, even after the licenses and the contracts were secured. Evidence suggests that there may be some correlation with the disappearance of environmental and health activists during 2011-2016. Thus, it is reasonable to believe that many coal-fired power plant operators were involved in corrupt dealings involving former PM Wannachai who has already been sentenced by the Court.

The Special Committee reviewed thousands of documents and financial transaction during the investigation

Path to Prosecution

The Committee believes that the evidence gathered during the course of this investigation warrant criminal prosecution against those who were involved in the corruption. The cases have been forwarded to the public prosecutors to carry on with the criminal prosecution. The prosecution will send a strong and unambiguous message to the public that the Kingdom of Mustafar is the place for transparency and integrity. The country welcomes all investors who have genuine interest in joining our economic progress and prosperity, but investors must have good governance and be clean. Otherwise, they must bear the consequences of their misbehaviour.

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Must Read


Timeline: The Fall of Former PM Wannachai
March 2022


Environmental Crisis: The Hidden Cost of Corruption
July 2023


Remembering the Disappeared Activists
September 2023

Key Facts

- **USD 40 Million** in total bribes identified
- Mulitiple **high-ranking officials** implicated
- Evidence link **to activist disappearances**
- **Enviromental damage** documented by Health Ministry
- Cases forwarded to **public prosecutors**

Comments (487)

share you thoughts.....

Post Comment

Anna Smith - 3 hours ago
Finally! The public deserves to know the truth. Let's rebuild this country with integrity and clean governance.
128 Reply

Ben Solo - 5 hours ago
$ 40 Million! And how much environmental damage: These people destroyed our future for their greed.
95 Reply

INVESTIGATION BREAKING NEWS

No Sign of the Culprits in Deserted Grogura Green Complex

$40 Million Corruption Scandal Deepens — Grogura Green Office Abandoned as Key Executives Vanish

SM Sarah Mitchell
Senior Political Correspondent
16,543 views | 935 Comments

share Tweet Save Print

May 5, 2024 — Public outcry is louder and question the ability of law enforcement agencies to bring those involved in the scandal to justice. Source said there were a lot to be done to bring this case to trial.

Deserted Grogura Green Office Raises Questions — No Staff or Security Found. Photo by Darth Maul

After the Special Committee on Corrupt Dealings in the Past Administration concluded its investigation and announced the findings to the public, the case is now under the consideration of the public prosecutors. Some source informed the Mustafar Enquirer that although the Special Committee has gathered a lot of information and evidence for the purposes of the prosecution, there are still many aspects that need to be covered more thoroughly.

> **"Committee Traces $40 Million Transfers Linked to Officials — Prosecutors Face Hurdle Proving Illicit Intent"**

Latest Updates

Just in: $40M linked to politicians and officials.
20 minutes ago

The Grogura Green office was found deserted
2 hours ago

Opposition Party Demands Swift Action
3 hours ago

Key Facts

- **$40M** linked to politicians and officials
- Grogura Green office **found abandoned.**
- **Key executives missing;** probe continues.

BREAKING NEW ALERTS

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THE MUSTAFAR ENQUIRER

The source also said that the Special Committee found traces of banking transactions that linked the 40 million to many public officials and politicians. However, in the prosecution and especially in trial, the prosecutors must prove that there was not any legitimate business justification for such large amounts of fund transfer so that it can be proved beyond a reasonable doubt that the sole purpose of the fund transfer was for undue influence on the coal-fired power plant projects. There were still a lot of documents and archive of electronic communications that have not yet been found.

Former PM Wannachai Case Differs — New Probe Focuses on Criminal Charges Against Officials

Different from the Wannachai Case

The case against former PM Wannachai is a little bit different from the current case. Some of the evidence introduced in the trial of former PM Wannachai may be used in this investigation, but to link many more persons into a single grand scheme needs more than that. The case against former PM Wannachai was not a pure criminal prosecution. It was also about the lack of moral integrity and breach of ethic rules that applied to holders of high political offices. On the contrary, the case against other government **officials and politicians is a traditional criminal prosecution.**

> To the extent that the Mustafar Enquirer is aware of public prosecutors and relevant law enforcement agencies are trying to search for the missing jigsaw. However, the agencies so far cannot locate the whereabouts of key Grogura executives.
>
> --- Mustafar Enquirer report, April 2024

Related Coverage


Environmental Crisis: The Hidden Cost of Corruption
July 2023


Special Committee on Corrupt Dealings in the Past Administration
October 2023


No Sign of Culprits in Deserted Grogura Green Complex
April 2024

Comments (935)

share you thoughts.....

Post Comment

Finn Smith - 15 minutes ago
I pass by the Grogura Complex every day — it's been empty for months. Hard to believe nobody saw this coming
58 Reply

John D. - 25 minutes ago
Same story, different names. Until the system changes, scandals like this will keep happening.
95 Reply

Darth Vader - 1 hours ago
Empty offices, missing executives — looks like they knew when to disappear.
108 Reply

Raymond C. - 2 hours ago
I've seen this pattern before. When the top is involved, investigations suddenly 'slow down.' Let's hope this time is different.
125 Reply

Sora Lim. - 5 hours ago
Justice delayed is justice denied. People deserve answers, not endless investigations
154 Reply

THE MUSTAFAR ENQUIRER

Masterminds Covered Their Tracks — Mid-Level Managers Questioned as Evidence Remains Elusive

The agencies have summoned many mid-level managers for inquiries. This operation and the transactions were quite complex and sophisticatedly structured. The mid-level managers have limited knowledge and information about the overall picture, let alone the true and hidden intention of the dealings. It seems that the masterminds forecasted something like this may happen. So, they did quite well to camouflage the dealings and leave little tangible signs of improper conduct. Until now, the extent of information and evidence that the Special Committee gathers is confidential. But the fact that the Committee publicly announced its finding may suggest that they might have something to prove. The source informed the Enquirer that there is still some concern whether the evidence is sufficient in the trial.

Key Challenges

- Missing Key executives
- Incomplete electronic records
- Complex transaction structures

Progress Made

- 40 Million traced to officials
- Mid-level managers interviewed
- Banking transaction records found

Deserted Complex Tells a story

The Enquirer reporter went to the Grogura Complex which is the main office of Grogura Green. It looked like no one has worked there for quite a while. Usually, some security guards should be present even the office is closed. There is no sign of the guards. On the front door office, there were several writs posted. On the floor, there were letters, mails and documents addressed to Grogura Green, but nobody cared to pick them up.

> **Editor's Note**
>
> In complex cases like this one, there are always challenges for relevant agencies to overcome. It has never been easy to bring high-profile criminals to justice. It will take some time to complete the job. The Enquirer will inform you of any progress, once it happens.

Must Read

Former PM Wannachai Sentenced in Landmark Corruption Case
March 2022

Environmental Crisis: The Hidden Cost of Corruption
July 2023

Remembering the Disappeared Activists
September 2023

The abandoned Grogura Green Office complex with notices posted on the door--Photo: The Mustafar Enquirer

ARBITRAL AWARD

IN THE ARBITRATION UNDER THE UNCITRAL ARBITRATION RULES

BETWEEN

Hawk Capital Inc.

CLAIMANT

vs.

The Kingdom of Mustafar

RESPONDENT

[Omitted]

II. FACTUAL BACKGROUND

5 Claimant holds 49% of shares in Landonis Green Goal Inc. ("Landonis"), a legal entity incorporated under the law of the Republic of Andor. Landonis operates a large power generation business and had operated conventional energy business across continents including in the territory of Respondent.

6 Landonis incorporated Grogura Green Energy Inc. ("Grogura") under the law of the Kingdom of Mustafar ("KOM") to carry out coal fire power plant in KOM. Landonis decided to invest in the business because the government of Respondent initiated policy to encourage foreign investors to invest in coal business in the country. Respondent passed the Coal Business Act of 2010 ("CBA") that provided many incentives to investors, for example, concession to operate coal mine, license to operate coal fire power plant, power purchase agreement with favourable terms, tax exemption etc.

7 Grogura submitted an application to apply for all licenses under CBA. In 2011, Grogura received all necessary licenses that it applied for.

8 In 2011, Grogura signed the power purchase agreement ("PPA") with Mustafar Electricity Grid Co., Ltd. ("MEG"), Respondent's state-owned enterprise. The PPA has the term of 30 years as from the commercial operation date ("COD") of its plant.

9 Grogura construct a coal-fired power plant in Pasintas District with the generation capacity up to 2,300 MW. It began to deliver electricity to the grid on 1 February 2012.

10 In 2019, there was a change in the administration of KOM and its policy toward coal business. PM Yanisa May ("PM May") took office and announced her anti-coal policy to the National Assembly. Then, she moved quickly to have a bill in place for the consideration of the legislature.

11 The National Assembly of KOM passed the Coal Business Ban Act of 2021. After the law came into force, the Ministry of Energy sent notice to Grogura demanding Grogura to comply with the law.

12 Landonis has no other viable business alternative. It decided to sell its stake in Pasintas Plant at a very low price that was not even close to the intrinsic value of the business. The stake was sold to Bio Build Inc. at USD 50 million.

13 The treatment of Respondent toward Grogura's business was a blatant economic expropriation depriving Landonis of its investment in the territory of Respondent in violation of Article 10 of the AANFTA. Claimant that is a major shareholder in Landonis also suffered loss as a consequence of Respondent's expropriation. Respondent has never offered any adequate and effective compensation for Claimant.

14 The treatment of Respondent toward Claimant as described above was also a failure to comply with Article 7 of the AANFTA where Respondent promised to accord fair and equitable treatment to investors.

[Omitted]

V CONSIDERATION OF CLAIMS RAISED

[Omitted]

85 The Tribunal believes that Claimant suffered loss due to the changing of business of its investment in Landonis due to the new policy and laws. But Claimant is also a seasoned investor who has been in this business for a couple of decades and has investment across the continent. Claimant should know well that changing of business and regulatory environment is a fact of life, just like death and tax. Investors may employ various measures to minimize the risks when they decide to invest in a project. However, it is almost impossible to get rid of all risks. Risks should already be in the equation of its investment decisions. Rate of return that an investor demands from a project always takes into account such risks.

86 Regulatory regimes of any state must response to the needs of the state at a particular period. Investors should not reasonably expect that a state should turn a blind eye on any change in society, economy and environment. A well-run state, on the contrary, should adapt its policy and regulatory regimes to fit the changing needs. Otherwise, the state will be a failed state. Interests of a state comprise a short-term one and a long-term one that takes into account not only the benefits of the current administration and future election but must think of future generations who will bear consequences of today policy and decisions.

[Omitted]

95 However, in this case, It is not necessary to decide on the alleged breaches of the AANFTA as Claimant is trying to argue, because the facts and the overwhelming evidence showed that in procuring the deals for the Pasintas Plant there were bribery and the use of undue, or even illegal, influence by political figures who had close connection to Grogura Green as described in the judgement of the Mustafar Supreme Court.

96 The purported investment of Hawk Capital was tainted by corrupt dealings in connection with Former PM Wannachai and will not be protected as it has been created, and retained, in violation of national and international principle of good faith, by way corruption. In other words, the creation of purported investment constitutes a misuse of the system of international investment protection. Hawk Capital's claims therefore should not be entertained as it would be contrary to international public policy.

[Omitted]

VI DECISION

99 For the foregoing reasons, the Tribunal renders the following decisions:

1. Claimant's claims are dismissed.

2. Each side shall bear the costs of its own legal representation and assistance, as well as expenses of witnesses and experts, and half of the tribunal costs.

[Omitted]

11 July 2025

LANDONIS
GREEN COAL INC.

To
Mr. Boba Fatta
Ministry of Foreign Affairs

8-F Headquarter Square
Obi-Wang St., Couruscant City,
25193 Kingdom of Mustafar

4 April 2025

Dear Sir,

On behalf of Landonis Green Coal Inc, I am sending this letter to request for consultation pursuant to Article 20 of the AANFTA.

As a dedicated investor in the Kingdom of Mustafar, our company has trusted the legitimacy of our investment and the commitment that the government of the Kingdom of Mustafar has publicly given to investors over the years. We have invested hundreds of millions of dollars to develop coal mine and coal-fired power plants in the Kingdom of Mustafar. We believe that our significant investment in this country plays an important role in economic development and growth of this country. With our steady and reliable source of energy, many factories can consistently manufacture millions of goods for domestic consumption and export that generate significant foreign income to the Kingdom.

Unfortunately, recent change in government of the Kingdom of Mustafar brings not only new faces in the cabinet, but also new twist in national policies. The abrupt U-turn on coal policy caused significant uncertainty in our business. The promulgation of illegitimate law to ban coal deprives us as a dedicated investor our legitimate business. No investors can agree that this situation is in accordance with a legitimate expectation when they invest billions of dollar in a country.

This uncertainty is not beneficial or ideal for anyone, including businesses in the Kingdom of Mustafar that will be affected by the disruption of steady supply of electricity for their valuable business. Therefore, we would like to request the Kingdom of Mustafar to consult with us to find amicable solutions that prevent any detrimental consequences to every party.

We look forward to hearing from you soon. If you have any queries, please do not hesitate to contact us.

Sincerely yours,

Han Shallow
Chief Executive Officer

Landonis Green Coal Inc.,
23 Coal Complex, Star St.,
Couruscant City, 25187
Kingdom of Mustafar

+917 555-0182
LandonisCoal.com
info@LandonisGreen.com

MINISTRY OF FOREIGN AFFAIRS
8-F Headquarter Square
Obi-Wang St., Couruscant City,
25193 Kingdom of Mustafar

Mr. Han Shallow
Landonis Green Coal Inc.
23 Coal Complex,
Star St., Couruscant City,
25187 Kingdom of Mustafar

25 April 2025

Dear Sir,

Reference is made to your letter dated 4 April 2025 that allegedly requests for consultation under Article 20 of the AANFTA.

The consultation clause requires that any dispute occurring under the AANFTA shall be resolved through consultations with a view towards reaching an amicable settlement. However, in order to proceed with the consultation and make internal preparations among relevant governmental agencies, it is necessary that we have all important legal and factual basis.

The important information includes the specific investment that is the covered investment under the AANFTA as well as the information to support the claim that it is the covered investment. The conducts that are the alleged breach of the AANFTA must also be specified. The clauses, rights or privileges under the AANFTA that the investor wants to invoke for protection or indemnification must also be provided. Otherwise, the government cannot proceed with this matter.

According to the legal opinions of our advisory agency, i.e., the Council of State, we believe that a legitimate request for consultation must contain the necessary information as described above. Otherwise, it cannot be considered a proper request under the AANFTA. Therefore, if you would like to exercise any right under the AANFTA, please send us a proper request with proper information.

Sincerely yours,

Boba Fatta

Mr. Boba Fatta
Director-General
Department of Treaties and Legal Affairs

LANDONIS
GREEN COAL INC.

To
Mr. Boba Fatta
Ministry of Foreign Affairs

8-F Headquarter Square
Obi-Wang St., Couruscant City,
25193 Kingdom of Mustafar

15 May 2025

Dear Sir,

Reference is made to your letter dated 25 April 2025.

Although we believe that the information that we provide in our previous letter is legally sufficient for a request for consultations, we are willing to provide you with some additional information. Since this stage of dispute resolution under Article 20 of the AANFTA is not an arbitral proceeding, we believe that the threshold for providing necessary information is much lower than that in arbitration. The dispute that causes us to submit the request is well publicized and documented in the media and even in the government's record and communication.

We have invested in the Kingdom of Mustafar since 2010 by setting up our subsidiary called Grogura Green Energy Inc. to engage in coal business and coal power plant in this country. We have invested billions of dollars for the construction and operation of a coal-fired power plant in Pasintas District under the power purchase agreement with Mustafar Electricity Grid., Co., Ltd., a state-owned enterprise.

Our investment occurred because the government at the time gave us promises that we can recoup our return on investment as provided in the Coal Business Act of 2010. With those necessary guarantees, no sane investor will risk their assets in a country. We have operated the Pasintas Plant for many years and provided steady and reliable sources of energy to

many manufacturing facilities and businesses in this country. With our work and contributions, we believe that we play an important role in economic development of the Kingdom of Mustafar.

Recently, there have been changes in the executive branch of government. We do not play political games. All we want to do in this country is only doing legitimate business with proper legal protection. Unfortunately, changes in government also resulted in changing the legal regime that governs our business. The new Coal Business Ban Act of 2021 was promulgated and wrongly interpreted by relevant agencies. The agencies demanded that we transform our source of energy or risk being seized by officials. The law should not be applied retrospectively to deprive investors of rights and privileges that they duly obtain. The threat from various governmental agencies to shut down our business drives away our prospective customers and even lenders. Therefore, we believe that as an investor whose investment is covered by the AANFTA our rights is violated, and we believe that there is a legitimate dispute that needs to be settled according to Article 20 of the AANFTA.

We believe that information in this letter should be sufficient for you to proceed. We look forward to a meeting to discuss the matter with you in more detail. Please let us know the date and time that is suitable for the consultation.

Sincerely yours,

Han Shallow
Chief Executive Officer

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25193 Kingdom of Mustafar

Mr. Han Shallow
Landonis Green Coal Inc.
23 Coal Complex,
Star St., Couruscant City,
25187 Kingdom of Mustafar

3 June 2025

Dear Sir,

Reference is made to your letter dated 15 May 2025. We appreciate the additional information that you provided in the letter, although we are still of the opinion that more important information and analysis of the matter are missing. To proceed with this kind of matter, there are several governmental agencies that may play some role in the resolution of this matter. The information, especially those involving specific agencies, is necessary, because the Ministry of Foreign Affairs is not the agency that is directly involved in the cause of the matter. We are the central contact point for the purpose of coordination on the matters relating to the AANFTA.

We understand that the main purpose of your communication is to have a consultation with the Kingdom of Mustafar on the matter that you are currently concerned with. In this process, there might be opportunity to learn more about the issues relating to your concern. Written communication may provide some information for the purpose of the consultation. We believe that a meeting between representatives of both parties may shed more light on this matter and will be more productive than exchange of letters.

Therefore, we would like to invite you to attend a meeting on 13 June 2025 at the Government House.

We look forward to hearing from you about the proposed meeting soon. If you have any questions or inconvenience regarding the date, time and place of the meeting, please do not hesitate to contact us.

Sincerely yours,

Mr. Boba Fatta
Director-General
Department of Treaties and Legal Affairs

23 January 2022

SAVE MUSTAFAR

Government turned blind eyes on Mustafar ecological destruction. PM May does not walk the talk and simply does not care.

When PM May took office, she announced to the National Assembly that her anti-climate change policy and vowed to get rid of coal-fired power plants in Mustafar. She emphasised the impacts of coal-fired power plant on Mustafar environment and health of the people.

Unfortunately, those words are all PM May has shown so far. They are just an empty beautiful word that politicians say during election year. Those words are gone by the wind or thrown out of windows once politicians are elected. They are nothing more than commercials or advertisement for goods or services. They become useless from the moment that we cast our ballot. They achieve their purposes. The purposes do not include transforming policy into reality.

It has been almost three years since PM made the announcement. Although there is an effort to send the bill on coal business ban to the National Assembly until it is passed into law, there is no movement to implement the law. No governmental agency has any concrete plan to make it happen.

Ministry of Energy that is charged with enforcing the Coal Business Ban Act repeatedly raises its concerns about the disruption of electricity flow and the impact of unreliable power supply on many manufacturing facilities that are mushrooming throughout Mustafar. The Minister of Energy even cautions that such disruption may derail economic growth and drive away investors, especially those that intend to build data centers. The hyperscale data centers consume so much energy and need ultra-steady flow of energy.

What the ministry does not mention is the costs of electricity in Mustafar will increase because of those data centers. The gigantic amount of electricity that they consume means we will need more coal to generate electricity. The more coal we use, the more pollution we will have. There is no doubt that pollution from coal power plants cause many lives since we began to aggressively promote coal power plants. The Coal Business Act was probably one of the most shameful episodes of Mustafar. It puts economic benefits above quality of life of the people of Mustafar.

The change of policy and the new Coal Business Ban Act are good signs, but we need more than good signs. We need real actions, not words. That is what went wrong with PM May's government. These three years are waste of time and waste of life that should have been saved had the government put the money where the mouth is.

If PM May cannot deliver her promise, probably it is time we should find someone who can.

Take Action Now! Sign our petition demanding immediate implementation of the Coal Business Ban Act. Together, we can make a difference.

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Support Our Cause

Your donation helps us continue fighting for a cleaner, healthier Mustafar.

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- Community Voices: Living Near Coal Plants
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- Environmental Impact Reports
- How to Get Involved
- Press Releases

MINISTRY OF ENERGY
10-F Energy Square
Obi-Wang St., Couruscant City,
25193 Kingdom of Mustafar

2 December 2023

Dear Chief Executive Officer, Grogura Green Energy Inc.

This letter is sent to you to inform that the Coal Business Ban Act of 2021 provided that all coal-fired power plants in the Kingdom of Mustafar shall wind down and permanently cease all operations related to its coal business on the cessation date, i.e, 1 July 2023. We are aware that your coal-fired power plant is still in operation and using coal as the main source of energy in violation of the Act. As the authority in charge of enforcing the Act, we demand that your company must cease the operation of your coal-fired power plants by 30 June 2024. Otherwise, we will seize the operation of your plants and proceed in accordance with the law.

Sincerely,

Asoka Thanora

Ms. Asoka Thanora
Permanent-secretary for Energy

e-mail: press@cis.gov.mf
+66 2 345 6789

PRESS RELEASE

22 April 2024

Breaking News

SCCDPA Files Criminal Case Against Grogura Green Energy Executives

Madame Padmie Amidale KC, the chair of Special Committee on Corrupt Dealings in the Past Administration, announced today that after years of hard working, the Special Committee has cooperated with the Office of the Attorney-General on the ongoing investigation of corrupt dealings involving executives of various power plant operators.

Today, the public prosecutors have officially filed a criminal case against Ms. Debby Solomon, a director of Grogura Green Energy Inc., and four managers of the company. This is a welcome development of this saga that has gripped Mustafar for several years now. This showed that the Special Committee gathered sufficient credible evidence that warranted the filing of the case with the court. The case will take some time before it goes to trial, but we are certain that when the time comes, the accused will be justly punished.

The Special Committee will carry on with this task to create a brighter and more transparent future for Mustafar. We will keep the public informed of any progress.

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Related Documents

- Full Investigation Report (PDF)
- Financial Analysis Summary
- Legal Framework & Authority
- List of Involved Entities

Latest Updates

- Criminal Case Filed Against Grogura Executives
- Cooperation with Attorney-General's Office
- Years of Investigation Conclude
- Trial Date to be Announced

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Press Inquiries:

Table of Contents

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

Landonis Green Coal Inc.

Claimant

v.

The Kingdom of Mustafar

Respondent

(ICSID Case No. ARB/25/68)

PROCEDURAL ORDER NO. 1

---

28 November 2025

Members of the Tribunal
Dr. A-Sean TAI, President of the Tribunal
Dr. Leia Amidala, Arbitrator
Professor Minch Yodar, Arbitrator

INDEX

INTRODUCTION

1. This arbitration arises between Landonis Green Coal Inc., a company incorporated under the laws of the Republic of Andor, [the "**Claimant**"] and The Kingdom of Mustafar (having its address at Ministry of Foreign Affairs, 8-F Headquarter Square, Obi-Wang St, Couruscant City, 25193, Kingdom of Mustafar) [the "**Respondent**"] [together with the Claimant, shall be referred to as the "**Parties**"].

2. On 1 October 2025, the Claimant submitted its Request for Arbitration.

3. On 8 November 2025, the Respondent submitted its Response to the Request for Arbitration. The Respondent filed their preliminary objections in the said response contesting the Tribunal's jurisdiction over the dispute claimed by the Claimant and/or the admissibility thereof.

4. On 14 November 2025, the Tribunal in this arbitration was constituted in accordance with the ICSID Convention and the ICSID Arbitration Rules. The Parties confirmed that the Tribunal was properly constituted and that no party has any objection to the appointment of any Member of the Tribunal. The Members of the Tribunal timely submitted their signed declarations in accordance with ICSID Arbitration Rules. Copies of these declarations were distributed to the parties by the Tribunal on 16 November 2025.

5. On 25 November 2025, the Parties submitted a joint document setting out the Parties' respective positions on procedural issues as well as proposals for the procedural calendar, that it wishes the Tribunal to consider and issue as Procedural Order No. 1 ["**PO1**"].

6. On the date of this PO1, the Tribunal hereby issues its PO1 for this Arbitration. The PO1 sets out the Procedural Rules that govern this arbitration.

PROCEDURAL ORDER NO. 1

of 28 November 2025

A. APPLICABLE ARBITRATION RULES

8. These proceedings are conducted in accordance with the ICSID Arbitration Rules in force as of July 1, 2022.

B. RULINGS OF THE TRIBUNAL

9. Decisions of the Tribunal shall be taken by a majority of the votes of all its members. Abstention shall count as a negative vote.

10. The Tribunal shall make the orders and decisions required for the conduct of the proceeding. Orders and decisions may be made by any appropriate means of communication, shall indicate the reasons upon which they are made, and may be signed by the President on behalf of the Tribunal.

11. The Tribunal shall consult with the parties prior to making an order or decision it is authorized by these Rules to make on its own initiative. Where necessary, the Tribunal may also make its decisions taken by correspondence except that where the matter is urgent, the President may decide procedural matters without consulting the other Members, subject to possible reconsideration of such decision by the full Tribunal.

12. The Tribunal will draft all rulings, including the award, within a reasonable time period.

13. The President is authorized to issue Procedural Orders on behalf of the Tribunal.

14. The Tribunal's rulings on procedural matters may be communicated to the parties by the Tribunal Secretary in the form of a letter or email.

C. ISSUES

15. In the light of these agreements and considerations the Tribunal hereby makes the following orders:

16. In their next submissions and at any future Hearing on Preliminary Objections and/or Merits as directed by the Tribunal, the Parties are required to address the following issues:

a) Are the Claimant's claims, as submitted in their Request for Arbitration, within the jurisdiction of the Tribunal and/or admissible?

b) Whether or not the Respondent committed any breach of the AAN Free Trade Agreement ("**AANFTA**")?

c) In the event that the Tribunal decides that the Respondent committed any breach of the AANFTA and/or violation of their obligation, is the Claimant entitled to damages caused by such breach and/or violation; if so, to what extent?

17. The Parties are free to decide in which order they address the various issues.

D. PROCEDURAL TIMETABLE

18. The submissions shall be in accordance with any directions given to the Parties by the Tribunal.

19. The details concerning the venue and dates for the Hearing will be provided in due course.

E. PROCEDURAL LANGUAGE(S)

20. English shall be the procedural language of the arbitration.

21. Documents filed in any other language must be accompanied by a translation into English.

22. If the document is lengthy and relevant only in part, it is sufficient to translate only relevant parts, provided that the Tribunal may require a fuller or a complete translation at the request of any party or on its own initiative.

23. Translations need not be certified unless there is a dispute as to the content of a translation provided and the party disputing the translation specifically requests a certified version.

24. The testimony of a witness called for examination during the hearing who prefers to give evidence other than in the English language shall be interpreted simultaneously.

25. The parties will notify the Tribunal, as soon as possible, and no later than at the pre-hearing organizational meeting, which witnesses or experts require interpretation.

26. The costs of the interpreter(s) will be paid from the advance payments made by the parties, without prejudice to the decision of the Tribunal as to which party shall ultimately bear those costs.

F. REPRESENTATION OF THE PARTIES

27. Each party shall be represented by its counsel (below) and may designate additional agents, counsel, or advocates by notifying the Tribunal and the Tribunal Secretary promptly of such designation.

For Claimant

Yuthapichai & Partners
Mr. Golf Yuthapichai
1234, 7th Avenue, Republic of Andor
Email :
golf.yuthapichai@yuthapichaiandpartners.com

For Respondent

Mr. Boba Fatta
Ministry of Foreign Affairs
8-F Headquarter Square, Obi-Wang St.,
Couruscant City
25193 Kingdom of Mustafar
Email: 3cpo@mfa.mf

Mr. Palpadine Bings
Jaja & Bings LLP
999 Tatooine Road, Galactic District,
Couruscant City, 25193 Kingdom of Mustafar
Email: Sith@jjbingslaw.mf

G. HEARING AND PLACE OF PROCEEDING

28. The Tribunal shall hold one or more hearings, unless the parties agree otherwise.

29. The President of the Tribunal shall determine the date, time and method of holding a hearing after consulting with the other members of the Tribunal and the parties.

30. A hearing in person may be held at any place agreed to by the parties after consulting with the Tribunal and the Secretary-General. If the parties do not agree on the place of a hearing, it shall be held in Bangkok, Thailand.

31. Any member of the Tribunal may put questions to the parties and ask for explanations at any time during a hearing.

32. The deliberations of the Tribunal shall take place in private and remain confidential. The Tribunal may deliberate at any place and by any means it considers appropriate.

H. ROUTING OF COMMUNICATIONS

Option 1: All Communications via ICSID Secretariat

33. The ICSID Secretariat shall be the channel of written communications between the parties and the Tribunal.

34. Each party's written communications shall be transmitted by email or other electronic means to the Tribunal Secretary, who shall send them to the opposing party and the Tribunal.

35. The Tribunal Secretary shall not be copied on direct communications between the parties which are not intended to be transmitted to the Tribunal.

Option 2: Direct Communication Between Parties

36. The ICSID Secretariat shall be the channel of written communications between the parties and the Tribunal.

37. Each party's written communications shall be transmitted by email or other electronic means to the opposing party and to the Tribunal Secretary, who shall send them to the Tribunal.

38. Electronic versions of communications ordered by the Tribunal to be filed simultaneously shall be transmitted to the Tribunal Secretary only, who shall send them to the opposing party and the Tribunal.

39. The Tribunal Secretary shall not be copied on direct communications between the parties when such communications are not intended to be transmitted to the Tribunal.

Option 3: Direct Communication Between Parties and Tribunal

40. Written communications in the case shall be transmitted by email or other electronic means to the parties, the Tribunal Secretary, and the Tribunal.

41. Electronic versions of communications ordered by the Tribunal to be filed simultaneously shall be transmitted to the Tribunal Secretary only, who shall send them to the opposing party and the Tribunal.

42. The Tribunal Secretary shall not be copied on direct communications between the parties when such communications are not intended to be transmitted to the Tribunal.

43. The email addresses of the Members of the Tribunal are:

Dr. A-Sean TAI, 902, Justice House, Beach Boulevard, Republic of Yutitham (Atai@ATchambers.com)

Dr. Leia Amidala, 35 Main St 53742 Silver Beach, Republic of Jaku (lamidala@amidalachambers.com)

Professor Minch Yodar, University of Polis Massa 56 Windu Avenue, 4234, the Capitol of Dagobah, Jedha (YodarM@UPM.com)

I. SUBMISSION OF DOCUMENTS

44. Neither party shall be permitted to submit additional or responsive documents after the filing of its respective last written submission, unless the Tribunal determines that exceptional circumstances exist based on a reasoned written request followed by observations from the other party.

a) Should a party request leave to file additional or responsive documents, that party may not annex the documents that it seeks to file to its request.

b) If the Tribunal grants such an application for submission of an additional or responsive document, the Tribunal shall ensure that the other party is afforded sufficient opportunity to make its observations concerning such a document.

45. The Tribunal may call upon the parties to produce documents or other evidence.

46. The documents shall be submitted in the following form:

a) Exhibits shall be numbered consecutively throughout these proceedings.

b) The number of each Exhibit containing a document produced by Claimant shall be preceded by the letter "C-" for factual exhibits and "CL-" for legal exhibits containing authorities etc. The number for each Exhibit containing a document produced by Respondent shall be preceded by the letter "R-" for factual exhibits and "RL-" for legal exhibits containing authorities etc.

c) Each Exhibit shall have a divider with the Exhibit identification number on the tab.

d) A party may produce several documents relating to the same subject matter within one Exhibit, numbering each page of such Exhibit separately and consecutively.

e) Exhibits shall also be submitted in PDF format and start with the number "C-0001" and "R-0001," respectively.

f) Copies of documentary evidence shall be assumed to be authentic unless specifically objected to by a party, in which case the Tribunal will determine whether authentication is necessary.

47. The parties shall file all documents only once by attaching them to their pleadings. Documents so filed need not be resubmitted with witness statements even if referred to in such statements.

48. Demonstrative exhibits (such as PowerPoint slides, charts, tabulations, etc.) may be used at any hearing, provided they contain no new evidence. Each party shall number its demonstrative exhibits consecutively, and indicate on each demonstrative exhibit the number of the document(s) from which it is derived. The party submitting such exhibits shall provide them in hard copy to the other party, the Tribunal Members, the Tribunal Secretary, the court reporter(s) and interpreter(s) at the hearing at a time to be decided at the pre-hearing organizational meeting.

J. OTHER APPLICABLE RULES AND GUIDELINES

49. The dispute is to be decided in accordance with the provisions of the AANFTA between the Republic of Tatooinesia, the Kingdom of Mustafa, and the Republic of Mandalorasia collectively, the Member States of the Association of Rising Economies ("ARE") and the Republic of Andor and Nabooland, currently entered into force, in conjunction with applicable rules of international law, domestic legislations and/or contractual agreements as submitted by the Parties.

50. In regard to matters concerning the gathering or taking of evidence, the Tribunal may refer to the *IBA Rules on the Taking of Evidence in International Arbitration 2020* for guidance as to practices commonly accepted in international arbitration, but it shall not be bound to apply them. The Parties shall endeavour to produce all documents on which they intend to rely during the first round of pleadings.

51. With regard to submissions on the merits, the Memorial and Counter-Memorial shall set out full statements of the Parties' positions on the merits, including a statement of the relief sought, a full presentation of the factual and contractual and/or legal basis for the Parties' positions, as well as the evidence relied upon, in accordance with the rules set out in the present Procedural Order and/or subsequently decided by the Tribunal. The Parties' subsequent submissions shall be limited to replying to the facts and arguments that the counterparty has raised in its previous submission, including counterclaims and claims relied on for the purpose of a set-off to the extent the Tribunal has jurisdiction over such claims, and Claimants may update the quantum of their claim.

52. Neither party shall be permitted to submit additional submissions beyond what is contemplated in the Procedural Timetable unless the Tribunal permits otherwise.

53. Copies of documentary evidence shall be assumed to be authentic unless specifically objected to by a party, in which case the Tribunal will determine whether authentication is necessary.

54. Either Party may call witnesses for cross-examination at the hearing. The Tribunal may also call, a witness whose witness statement has been filed in the proceedings but who is not called for cross examination. The facts contained in the written statement of a witness whose cross-examination

has been waived by the other party and who has not been called by the Tribunal to testify shall not be deemed established by the sole fact that no cross-examination has been requested. The Tribunal will assess the weight of the written statement taking into account the entire record and all the relevant circumstances.

K. PUBLICATION

55. The ICSID Secretariat will publish the award and any order or decision in the present case where both parties consent to publication. Otherwise, ICSID will publish excerpts of the award and include bibliographic references to rulings made public by other sources on ICSID's website and in its publications.

L. AMENDMENTS

56. The Tribunal is authorized to set and vary procedural rules after consultation with the Parties, including but not limited to this PO1, provided that it is not contrary to the provisions of the ICSID Arbitration Rules.

[signed]

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Dr. A-Sean TAI
President of the Tribunal
Date: 28 November 2025

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