INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

Ricardo Filomeno Duarte Ventura Leitão Machado

v.

Republic of Angola

(ICSID Case No. ARB/24/8)

PROCEDURAL ORDER NO. 3
Decision on Document Production

Members of the Tribunal
Ms. Valeria Galíndez, President of the Tribunal
Mr. Alfonso Iglesia, Arbitrator
Prof. Diego P. Fernández Arroyo, Arbitrator

Assistant to the Tribunal
Ms. Talitha Caldeira

Secretary of the Tribunal
Ms. Anna Toubiana

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19 February 2026

I. PROCEDURAL HISTORY

1. On 29 May 2025, the Tribunal issued its Decision on the Respondent's Rule 41 Objection, *inter alia* (i) rejecting the Respondent's Rule 41 *ratione temporis* objection, and (ii) determining the proceedings to continue in accordance with the timetable set forth in Annex B of Procedural Order No. 1 (the "**Procedural Calendar**").

2. The Procedural Calendar established a document production phase between the first and second rounds of submissions.

3. On 11 September 2025, the Claimant submitted its Statement of Claim.

4. On 27 November 2025, the Respondent submitted its Statement of Defense.

5. On 29 January 2026, in accordance with the Procedural Calendar, the Respondent submitted its requests for document production in the format established in Annex C of Procedural Order No. 1 ("**PO 1**"), together with the counterparty's objections and its replies to be decided by the Tribunal in accordance with Section 16 of PO 1. Along with the submission, the Respondent enclosed factual exhibits R-118 and R-119 and legal authorities RL-126 to RL-130.

6. On the same day, the Claimant noted that since "the Respondent has not objected to any of the Claimant's requests and has announced that it will produce any responsive documents it has in its possession by 19 March 2026," the Claimant's document production requests were only being submitted for the record.[1] The Claimant also enclosed exhibits C-42 to C-44 with its communication.

7. By letter of 3 February 2026, the Claimant argued that "the Respondent's document-production reply submission has breached several procedural rules," and requested the

[1] Claimant's email of 29 January 2026.

Tribunal that paragraphs 88-177 of the Respondent's request "be disregarded and struck from the record."[2]

8. On 6 February 2026, upon the Tribunal's invitation, the Respondent commented on the Claimant's letter of 3 February 2026, stating that the Claimant's allegations were "without merit."[3]

9. After reviewing the Parties' submissions, the Tribunal hereby issues this Procedural Order concerning document production and the procedural issues arising from it.

II. THE TRIBUNAL'S ANALYSIS

A. THE DOCUMENT PRODUCTION REQUESTS

10. According to PO 1, "[o]n the dates provided in Annex B [Procedural Calendar], requests to produce documents, responses thereto and related applications to the Tribunal shall be made in the form of an Armesto Schedule (Annex C). An electronic MS Word version of the Armesto Schedule is to be transmitted to the party to whom the request is made and, when requesting the Tribunal's decision, to the Tribunal and the Secretary of the Tribunal."[4]

11. PO 1 also establishes that the Tribunal "may be guided in a supplementary manner by the IBA Rules on the Taking of Evidence in International Arbitration, adopted on 17 December 2020 by Resolution of the IBA Council" ("**IBA Rules**").[5]

12. The Tribunal has carefully considered each Party's positions as reflected in their Armesto Schedule. Since, as noted by the Claimant, the Respondent has not objected to any of its document production requests, the Tribunal will only address in this Procedural Order the

[2] Claimant's letter of 3 February 2026, paras. 1, 7.
[3] Respondent's letter of 6 February 2026, p. 2.
[4] Procedural Order No. 1, paras. 16.1-16.2.
[5] Procedural Order No. 1, paras. 15.1.

Respondent's requests for document production (the "**Requests for Document Production**").

13. In deciding the requests, the Tribunal considered compliance with PO 1 and drew guidance from the IBA Rules. The Tribunal's decisions on each of the Respondent's Requests for Document Production are provided in Annex A to this Procedural Order.

14. It should be noted that the Tribunal's analysis regarding the relevance and materiality of the documents is made on a *prima facie* basis, without prejudging any decision that the Tribunal may adopt once all evidence has been submitted. The Tribunal has not made any final determination on the issues disputed by the Parties. In no event should the Tribunal's decision on a request be construed as an indication of the Tribunal's views on the merits of a Party's argument, nor as an indication that the Tribunal is satisfied with either Party having discharged its burden of proof.

15. With respect to the Respondent's Requests No. 19, 20, 23 and 25, the Tribunal orders the Claimant's counsel to submit, within 10 days, a sworn statement confirming that there are no documents responsive to these requests.

16. According to the Procedural Calendar, all documents ordered by the Tribunal shall be produced, together with all non-objected documents, by **19 March 2026**.

17. The Parties are advised that "documents communicated by a party to the other party in response to a request order shall not be considered to be on the record unless and until they have been submitted in the arbitration as provided in §§14 and 17."[6] In that regard, factual exhibits C-42 to C-44 submitted by the Claimant on 29 January 2026, and factual exhibits R-118 and R-119 as well as legal authorities RL-126 to RL-130 submitted by the Respondent on the same date, shall not be considered part of the arbitration record.

[6] Procedural Order No. 1, par. 16.3.

B. THE CLAIMANT'S OBJECTION TO THE RESPONDENT'S SUBMISSION ON DOCUMENT PRODUCTION

18. The Claimant argues that the Respondent's Requests for Document Production exceeds "all reasonable and agreed limits."[7] According to the Claimant, since the Parties agreed to the use of the Armesto Schedule, the round of replies permitted therein was limited to addressing the objections raised by the counterparty in cells "O1 to O6." The Parties should, however, refrain from replying to the arguments raised by the opposing party in cells "R1 to R3."[8]

19. More precisely, the Claimant states that Angola misused the reply round since:

(i) "The Respondent used the O2 cell to reply to the Claimant's R1 objection that the category of documents requested was overly broad. It did so in requests 5, 6 and 14;"[9]

(ii) "The Respondent included an 18-page introduction to its reply submission including exorbitant allegations on relevance and materiality (in addition to the already lengthy introduction to its original requests, which already contained lengthy allegations on relevance and materiality) way beyond the admissible scope for this reply submission;"[10] and

(iii) The Respondent's requests exceeded the allowed word limit in many instances, and its replies doubled the allowed word count in some cells.[11]

20. The Claimant therefore requests the Tribunal to disregard paragraphs 88-177 of the introduction to the Respondent's Requests for Document Production and to strike them from the record.[12]

[7] Claimant's letter of 3 February 2026, para. 2.
[8] Claimant's letter of 3 February 2026, paras. 3-4.
[9] Claimant's letter of 3 February 2026, para. 5 (i).
[10] Claimant's letter of 3 February 2026, para. 5 (ii).
[11] Claimant's letter of 3 February 2026, para. 6.
[12] Claimant's letter of 3 February 2026, para. 6.

21. For its part, the Respondent alleges that the paragraphs disputed by the Claimant were a response to the Claimant's own "disruption of the document production phase,"[13] as the Claimant "submitted a 13-page introduction in response to the Respondent's document production requests" including new allegations and factual assertions, as well as three new factual exhibits (C-42 to C-44).[14] The Respondent contends that the Claimant cannot introduce extensive new factual material and expect the counterparty not to respond to it.[15]

22. Further, the Respondent argues it has not disrespected the Armesto Schedule by misusing the "O2" cells. Rather, it claims to have appropriately responded to the Claimant's repeated attempts to prevent a response under the "overly broad" objection.[16] The Respondent also alleges that both Parties have surpassed the word limit in certain instances, demonstrating that "these exceedances are a practical necessity given the complexity of the issues at hand."[17] For the Respondent, the format of a specific schedule as well as the estimated word count should not override the Parties' right to fully exercise its defense.[18]

23. Finally, the Respondent contends that the Claimant's letter of 3 February 2026 intends to "secure the best of both worlds" as it broadened the document production phase when convenient, whilst denying the Respondent the right to respond.[19]

24. The Respondent thus requests the Tribunal to (i) dismiss the Claimant's request, and (ii) instruct the Claimant to refrain from making allegations outside the Procedural Calendar or beyond the scope of the written submissions.[20]

25. The Tribunal notes that, despite alleging that the Respondent has misused some of the cells in the Armesto Schedule and exceeded the word count in some instances, the Claimant

[13] Respondent's letter of 6 February 2026, para. 2.
[14] Respondent's letter of 6 February 2026, para. 5.
[15] Respondent's letter of 6 February 2026, para. 8.
[16] Respondent's letter of 6 February 2026, paras. 2, 12.
[17] Respondent's letter of 6 February 2026, para. 14.
[18] Respondent's letter of 6 February 2026, paras. 13-14.
[19] Respondent's letter of 6 February 2026, para 21.
[20] Respondent's letter of 6 February 2026, para. 32.

only requests the Tribunal to disregard paragraphs 88-177 of the introduction of the Respondent's Requests for Document Production. The Tribunal will, therefore, focus its analysis on this single issue.

26. In the Tribunal's view, both Parties have misused the Respondent's Request for Document Production to raise allegations that were not contemplated in the Procedural Calendar and not permitted during the document production phase.

27. As is clear from PO 1, the deadline set forth in the Procedural Calendar for the Parties to submit their document production requests to the Tribunal, together with any objections from the counterparty and the respective replies, required them to submit their completed Armesto Schedules so that the disputed requests could be decided. This deadline was in no way an additional opportunity for the Parties to discuss issues pertaining to the merits of the dispute.

28. Although the Tribunal acknowledges that cover letters are commonly submitted by parties together with document production requests (similarly to the one that accompanied the Claimant's document production requests), the introduction to the Respondent's Request for Document Production cannot be regarded as such, as it exceeded its intended purpose. Nonetheless, given that the Claimant itself used the Respondent's Request for Document Production to address issues that, in its view, were necessary "to provide the Arbitral Tribunal with the necessary context to assess the Respondent's document production requests," producing a 12-page submission, the Tribunal does not find a reason to disregard the Respondent's reply to these allegations or to strike them from the record.

29. Furthermore, since the Claimant has provided additional comments regarding the date of the transfer of the turbines in its letter of 2 February 2026, and the Respondent has commented thereon on 6 February 2026, the Tribunal is of the view that both Parties have already submitted their respective positions on the matter.

30. The Claimant's request is therefore denied. In any event, the Tribunal reiterates that the Parties shall refrain from presenting submissions that are not contemplated in the

Procedural Calendar, as well as from exceeding the scope of the written submissions provided therein. Not by coincidence, the document production phase takes place right between the first and second rounds of submissions. The Parties will have an opportunity to submit a second round of allegations, including in relation to the documents produced during this phase, when preparing their Reply and Rejoinder.

31. The Tribunal also notes that, pursuant to Section 17 of PO 1, "[f]urther documentary evidence relied upon by the Parties in rebuttal shall be submitted with the Reply and Rejoinder." It further provides that all documents shall be submitted in the "manner and form" set forth in its paragraph 14.[21] In view of the foregoing, the Tribunal recalls that any document that the Parties may wish to place on the record must be submitted in accordance with these procedural rules.

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On behalf of the Tribunal,

[*Signed*]

Ms. Valeria Galíndez
President of the Tribunal
Date: 19 February 2026

[21] Procedural Order No.1, paras. 17.1-17.2.

ANNEX A

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

ICSID CASE No. ARB/24/8

RICARDO FILOMENO DUARTE VENTURA LEITÃO MACHADO

(Portugal)

Claimant

and

REPUBLIC OF ANGOLA

Respondent

Respondent's Request for Document Production

ARBITRAL TRIBUNAL

Ms. Valeria Galíndez, President of the Tribunal

Mr. Alfonso Iglesia, Arbitrator

Prof. Diego P. Fernández Arroyo, Arbitrator

29 January 2026

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INTRODUCTION TO THE RESPONDENT'S REQUEST FOR DOCUMENT PRODUCTION

(SUBMITTED BY THE RESPONDENT ON 18 DECEMBER 2025)

1. Introduction

1. The Respondent seeks production by the Claimant of certain specific documents or categories of documents. Should the Claimant fail to produce the requested documents voluntarily, the Respondent may request that the Tribunal orders the Claimant to do so.

2. The documents hereby requested relate to three key points to the outcome of this arbitration. *First*, the Four Unsolicited Turbines do not qualify as a protected investment under the Angola–Portugal BIT because they (i) do not constitute a substantial contribution, (ii) do not meet the duration requirement, and (iii) involved no risk borne by the Claimant (through AEnergy) in their acquisition. [1] *Second*, the fact that the Four Unsolicited Turbines do not qualify as a protected investment under the Angola–Portugal BIT since they were paid through fraud and unlawful schemes, specifically the forgery of the Forged Letters to allow the inclusion of the Four Unsolicited Turbines in the financing to be provided under the Facility Agreement.[2] *Third*, the fact that the Claimant did not suffer any damages recoverable under the Angola–Portugal BIT in respect of the Respondent's damages towards the Four Unsolicited Turbines.[3]

3. To that end, the Respondent organized its Requests per factual subjects as follows.

4. *Requests Nos. 1 to 5* concern the contractual relationship between AEnergy and GE regarding the acquisition of the TM2500 Turbines. Specifically, these requests address the terms and conditions set out in the Framework Agreement and the Supply Contracts. Through these Requests, the Respondent seeks evidence to support its assertions that (i) the Four Unsolicited Turbines do not qualify as a protected investment; (ii) the Claimant was under significant pressure to include the Four Unsolicited Turbines within the scope of the financing provided under the Facility Agreement (namely: contracts No. 7 and No. 11), even resorting to fraud if necessary; and (iii) the Respondent is not entitled to any of the damages claimed.

5. *Requests Nos. 6 to 9* relate to GE and GE Capital's realization that the 13 Contracts covered

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1 SoD, pp.54-59, §§ 202 - 227.
2 SoD, pp. 61-69, §§ 228 - 261.
3 SoD, pp. 147-165, §§ 525 - 583.

only 8 TM2500 Turbines, not 12. They also concern GE and GE Capital's demand that AEnergy persuade the Respondent to acquire the Four Unsolicited Turbines so that a total of 12 TM2500 Turbines would be included in the financing to be provided under the Facility Agreement. In addition, they address the condition precedent set by GE Capital for disbursing funds to AEnergy under the Facility Agreement—namely, the inclusion of the Four Unsolicited Turbines within the scope of the 13 Contracts. Through these requests, the Respondent seeks evidence supporting that the Claimant was under significant pressure to include four additional turbines in the contracts entered into in Angola, which motivated the forgery of the Forged Letters. This is tantamount to concluding that the Four Unsolicited Turbines were procured through fraud.

6. *Request No. 10* seeks evidence of communications between AEnergy and GE/GE Capital following GE/GE Capital's receipt, on 12 October 2017, of the non-binding letters issued by MINEA and PRODEL. This request is key to demonstrating that, as of 12 October 2017, the Claimant had no choice but to fabricate the Forged Letters in order to include the Four Unsolicited Turbines in the financing to be provided under the Facility Agreement. Thus, it is key to demonstrate that the Four Unsolicited Turbines were procured through fraud.

7. *Requests Nos. 11 to 13* concern the contractual arrangements between AEnergy and GE made to incorporate the Four Unsolicited Turbines into the financing provided under the Facility Agreement, after the forgery of the Forged Letters and before the plot was ultimately discovered. Through these requests, the Respondent seeks evidence to corroborate that (i) the Four Unsolicited Turbines do not qualify as an investment; (ii) they were procured through fraud; and (iii) the Claimant is not entitled to any of the damages claimed.

8. *Requests Nos. 14 to 18* deal with the LCIA arbitration that took place in a matter between AEnergy and GE. As far as the Respondent was able to discover, the LCIA Tribunal concluded in the final award that the Claimant was involved in the forgery of the Forged Letters.[4] Thus the documents hereby requested are intended to demonstrate that the Respondent is correct when affirming that the Claimant paid for the Four Unsolicited Turbines through fraudulent schemes. They further demonstrate that the Four Unsolicited Turbines do not meet the necessary requirements to qualify as a protected investment.

[4] **R-0043**, GE's Lawyers Letter to the Public Prosecutor, quoting the LCIA Final Award, §285, dated 24 March 2024, p. 5.

9. *Requests Nos. 19 to 26* seek to uncover the full scheme behind the Forged Letters. Through these requests, the Respondent seeks evidence demonstrating how the scheme was carried out from its inception, through the December 2018 realization that the Four Unsolicited Turbines were unduly included in the Facility Agreement, and culminating in the later findings—reflected in the LCIA arbitration decision and the SDNY decision convicting Mr. Wilson da Costa for the forgery of the Forged Letters—that the Claimant orchestrated the scheme.[5] These requests will allow the production of evidence to demonstrate that the Four Unsolicited Turbines were procured through unlawful and fraudulent schemes.

10. *Request No. 27* concerns the settlement agreement between AEnergy and GE arising from their ICC arbitration. It is intended to demonstrate that the Claimant is not entitled to the damages claimed herein because the Claimant was already compensated by GE in a prior case for the same facts.

11. The Requests are drafted in accordance with the IBA Rules on the Taking of Evidence in International Arbitration, adopted on 18 December 2020 by Resolution of the IBA Council ("**IBA Rules**"). Under the IBA Rules, the term "document" includes records in any form, including without limitation, writings, communications, pictures, drawings, programs or data of any kind, whether recorded or maintained on paper by electronic, audio, visual or any other means, including software, together with any attachments. Such records include, without limitation, instructions, correspondence (including electronic mail), messages exchanged via communication apps, social media apps (*e.g*, Facebook, Instagram, LinkedIn), minutes or records of meetings, presentations, company/group policies and protocols, financial and technical records, proofs of delivery and acceptance, invoices, guidelines, reports (including those prepared by third parties/external consultants), notes, computer files, databases and other data compilations from which information can be obtained.

12. With respect to communication apps, it is important to note that these Requests encompass not only messages exchanged via WhatsApp but also messages exchanged through any other encrypted messaging app (*e.g.*, Telegram, Signal or others). This is especially relevant because, in January 2018, the Claimant suggested moving from WhatsApp to a different encrypted messaging service after a GE Employee shared an article about group chats being

[5] **R-0043**, GE's Lawyer Letter to the Public Prosecutors, quoting the LCIA Final Award, § 287, dated 29 March 2024, p. 5. **R-0036**, Unites States v. Freita da Costa, Case 23-cr-610, Opinion and Order, Unites States District Judge, dated 14 February 2025.

vulnerable.[6]This demonstrates that the Claimant and his affiliates most likely used various encrypted messaging apps to communicate regarding the facts underlying these Requests.

13. The Requests are presented in the form of an Armesto Schedule, in accordance with § 16 and Annex C to the Procedural Order No. 1. In the Armesto Schedule, the Respondent describes the documents (or categories of documents) sought and explains their relevance and materiality to this arbitration and to its outcome.

14. The requested documents should be produced in their entirety, without abbreviation, expurgation or redaction, and together with any attachments, enclosures or annexes. If the Claimant asserts privilege or confidentiality over any responsive documents, this should be clearly indicated in accordance with the Privilege Log included in Annex C to the Procedural Order No. 1. Where a document is a translation, it shall be marked as such and produced together with the original.

15. It is reasonably believed that the requested documents exist and are not within the Respondent's possession, custody, or control; rather, they are reasonably believed to be within the Claimant's possession, custody, or control.

16. The documents in AEnergy's possession, custody, or control are, at a minimum, within the Claimant's control.

17. According to the scholarly commentary on the IBA Rules: "if a document is not in the possession or custody of a Party, but that Party has the ability to obtain the document without any assistance from the arbitral tribunal or other third Party, it may generally be assumed that the document is in the 'control' of the Party. The Party requested to produce the document may control a right of access to the document, or control the Party holding the document".[7]

18. The Claimant is the founder, sole shareholder, and ultimate beneficiary of AEnergy's activity.[8] He also served as AEnergy's CEO from its inception in 2012 until 2020. Consequently, he

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6 **R-0045**, Memorandum of Law in support of the government's motions *in limine*, Case no. 23 Cr. 610 (PKC), dated 6 September 2024, p. 18.

7 **RL-0126**, Roman Mikhailovich Khodykin, Carol Mulcahy, et al., *A Guide to the IBA Rules on the Taking of Evidence in International Arbitration*, pp. 156-157.

8 **C-5**, Statement issued by AEnergy on the entity of its shareholders (with informal translation into English).

"*control*[s] *the Party holding the document*" with respect to AEnergy's archive.

19. Moreover, he initiated this arbitration as AEnergy's sole shareholder, alleging wrongdoing affecting the company. As the arbitral tribunal stated in *Zeph Investments PTE. LTD v. The Commonwealth of Australia*:[9]

> *[T]he Claimant cannot rely on Mr. Palmer to advance its claims, on the one hand, and resist the production of documents in Mr. Palmer's possession, custody or control by invoking its separate legal personality, on the other.*

20. Thus, it is Respondent's understanding that documents in the possession, custody or control of AEnergy are in the possession, custody or at least control of the Claimant.

21. Many of the documents hereby requested concern communications and discussions held between the Claimant, AEnergy's employees/representatives and GE/GE Capital's employees/representatives. The Respondent is only aware of some of the participants in these discussions. Accordingly, any reference to an AEnergy employee or representative should be understood to refer to Mr. Ricardo Machado, Mr. Jorge Morgado, Mr. Ivo Pizzaro, Mr. Pedro Bento, Mr. Abisas Huongo, Mr. Ângelo Marques Kutunga José, Mr. Bruno Pombal, Mr. Carlos Carvalho Cruz, Mr. David Martins, Mr. Esmeraldo Isaías Chinguto, Mr. Nuno Gomes and any other AEnergy employees or representatives involved in this matter. Likewise, any reference to GE or GE Capital employees or representatives should be understood to refer to Mr. Wilson da Costa, Mr. Brad Galvin, Mr. Brian Ward, Ms. Susan Flanagan, Mr. Todd Smith, Mr. Paolo Marone, Mr. Willy Ireri, Mr. Getty Melaku, Mr. Raghuveer Kurada, Mr. Sharad Jain, Ms. Caroline Ndungu, Mr. Leslie Nelson, Mr. Agostinho Aragão, Ms. Elisee Sezan, Mr. Frederic Ribieras and Mr. Joe Mastrangelo, as well as any other GE or GE Capital employees or representatives involved in this matter.

22. These document requests are of a continuing nature, and the Claimant should produce any additional responsive documents that come to his attention or possession, custody or control after the date of the initial production.

23. For ease of reference in the Armesto Schedule, the letters "R" and "M" correspond to the Veeder Codes for Objections to Requests under the IBA Rules and stand for the following: **R**:

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[9] **RL-0127**, *Zeph Investments PTE. LTD v. The Commonwealth of Australia*, PCA Case No. 2023-40, Procedural Order No. 4, dated 24 May 2024, pp. 12 – 13.

relevance; and **M**: materiality.[10]

24. Capitalized terms not otherwise defined herein bear the meaning given to them in the Respondent's Submission on Manifest Lack of Legal Merit under Rule 41 dated 15 November 2024 ("**Respondent's Request Under Rule 41**"), the Respondent's Reply on Manifest Lack of Legal Merit under Rule 41 dated 27 February 2025 ("**Respondent's Reply Under Rule 41**"), and the Respondent's Statement of Defense dated 27 November 2025 ("**Statement of Defense**" or "**SoD**").

[10] **RL-0128,** "Appendix 6. Veeder Codes for Objections to Requests for Production under the IBA Rules", in Roman Mikhailovich Khodykin, Carol Mulcahy, et al., *A Guide to the IBA Rules on the Taking of Evidence in International Arbitration*, pp. 547 – 547.

2. Introduction to the Claimant's objections (submitted by the Claimant on 15 January 2026)

25. The Respondent posits that its document requests are material because they help establish two elements: (i) that the Four Unsolicited Turbines do not qualify as a protected investment, and (ii) that the Claimant's damages are unfounded.

26. The Claimant has not had any opportunity to address these two points thus far and he will do so in his Reply Brief. However, in order to provide the Arbitral Tribunal with the necessary context to assess the Respondent's document production requests, the Claimant needs to briefly address the factual allegations underlying these two points, either (i) to make the appropriate admissions of facts – with the effect of the document production requests aimed at proving those facts being rendered moot – or (ii) to deny other factual allegations with sufficient degree of detail/substantiation as necessary for the Tribunal to properly assess the relevance and materiality of the Respondent's document requests.

2.1 The Four Turbines qualify as a protected investment

27. The Respondent contends that the Four Turbines do not qualify as a protected investment under the Angola–Portugal BIT based on two main arguments: (i) that the Claimant made no substantial contribution and assumed no investment risk in acquiring the Four Turbines; and (ii) that the Four Turbines were obtained through fraud.

28. The Claimant addresses each of these contentions in turn below to show that they are inapt to refute the Claimant's case, and manifestly so, i.e. under the prima facie standard that is appropriate for deciding document production requests.

2.1.1 The Claimant made a substantial contribution and assumed an investment risk in acquiring the Four Turbines

29. Without prejudice to the Claimant's position that the Salini test is not applicable to the present dispute, the Claimant needs to address the Respondent's contentions that the purchase of the Four Turbines by Aenergy did not entail a substantial contribution nor the assumption of an investment risk and therefore cannot constitute a protected investment

under international law.[11]

30. In support of those contentions, the Respondent makes three points, which the Claimant addresses below: (i) Aenergy's alleged role as an intermediary between GE and Angola (Section 2.1.1.1); (ii) Aenergy's supposed knowledge that the turbines would be sold to Angola (Section 2.1.1.2); and (iii) Aenergy's ability to defer its payments to GE (Section 2.1.1.3).

2.1.1.1 Aenergy's alleged role as an intermediary between GE and Angola

31. The Respondent contends that "*the Claimant was intended to act solely as an intermediary between the seller (GE) and the buyer (Respondent)*".[12]

32. This characterisation misrepresents Aenergy's role. Aenergy was the exclusive distributor of GE products in Angola and not a mere intermediary, as clearly established between GE and Aenergy.[13] While an intermediary, such as a broker or agent, arranges transactions between parties without itself acquiring title to the goods, a distributor takes ownership of the products and bears the commercial risk of resale. Aenergy was not an agent of MINEA, as it contracted with GE in its own name and assumed all obligations and inherent contractual risks. Conversely, Aenergy was not an agent of GE as it did not enter into contracts on behalf of GE but, rather, it contracted with MINEA in its own name and assumed all obligations and inherent contractual risks.

33. It is true that the obligations assumed by Aenergy under the 13 Contracts included, *inter alia*, the supply of GE equipment (which, to a certain extent only, may be functionally similar to intermediation). However, the fact remains that Aenergy itself was the purchaser *vis-à-vis* GE and the supplier *vis-à-vis* MINEA, all in Aenergy's own name and for its own account. Moreover, under the 13 Contracts Aenergy not only supplied equipment, but it also provided services to Angola which it performed directly through its own personnel. Indeed, before 2019, Aenergy had hundreds of employees and multiple contracts with the Angolan government.[14]

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11 Respondent's Document Requests Nos. 1, 2, 4, 5, 11, 12, 13 and 15.

12 Respondent's Document Requests Nos. 1 and 2.

13 **C-38**, Framework Agreement between Aenergy, S.A. and GE Packaged Power, Inc., 30 June 2016. *See also* **C-7** to **C-10** regarding the transfer of ownership of the Four Turbines.

14 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 19.

34. Thus, given that it is undisputed that Aenergy entered into contracts with GE and with MINEA in its own name and for its own account, assumed all obligations and inherent risks under those contracts, and performed those contracts with its own means and personnel, the Respondent's characterisation of Aenergy's role is of little significance and, in any case, prima facie, it is evidently inapt to refute Aenergy's substantial contribution or assumption of investment risk. Indeed, prima facie, the risk assumed by Aenergy is manifestly undisputable given that it is precisely this risk that materialized and eventually resulted in the present arbitration.

2.1.1.2 Aenergy's supposed knowledge that the turbines would be sold to Angola

35. The Respondent alleges that "*the Claimant only committed to buying turbines from GE because he knew they would be sold to the Respondent*".[15]

36. This assertion manifestly does not hold true for the Four Turbines. Indeed, the Respondent itself argues insistently that since the Four Turbines were not within the scope of the 13 Contracts, the Claimant was compelled to fraudulently include them within their scope.

37. Thus, it is undisputed that it was uncertain whether Aenergy would be able to sell the Four Turbines on to Angola, and thus, prima facie, this allegation by the Respondent is evidently inapt to refute Aenergy's substantial contribution or assumption of investment risk. Indeed, prima facie, the risk assumed by Aenergy is manifestly undisputable given that it is precisely this risk that materialized and eventually resulted in the present arbitration.

2.1.1.3 Aenergy could defer its payments to GE

38. The Respondent argues that the Claimant "*only had to pay for the Turbines once Angola fulfilled its payment obligations*".[16]

39. As a preliminary matter, it bears noting that Aenergy made advance payments to GE in the amount of USD 60 million prior to any disbursement under the Facility Agreement.[17]

40. Additionally, the Claimant does not dispute that GE tolerated that Aenergy deferred payment of the remaining price of the Four Turbines until Aenergy received payment from its

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15 Respondent's Document Requests Nos. 1 and 2.
16 Respondent's Document Request No. 4.
17 **C-43**, GE Debt Credit Request, 28 June 2026, p. 3.

customer, MINEA. However, this was a voluntary, unilateral decision by GE that could be withdrawn at any time and in no case was GE willing to tolerate an indefinite deferral of payment. Notably, GE issued its invoices with immediate payment terms,[18] in line with the fact that no formal deferral mechanism was established.

41. As originally structured, the Facility Agreement included a condition precedent requiring that the 13 Contracts be amended such that Angola would be obligated to prepay or pay upfront all amounts payable to Aenergy.[19] This arrangement was designed to benefit Aenergy, as it would ensure that Aenergy received all amounts necessary to satisfy its own payment obligations towards GE upfront.

42. However, this condition precedent was subsequently waived by GE Capital, to the detriment of Aenergy.[20] Specifically, GE Capital agreed to waive this condition precedent provided that it would not be required to disburse funds related to Contracts Nos. 3, 7, 11, or 12 unless four additional TM2500 turbines were included within the scope of those four contracts. This was explained by Angola's lawyers involved in the negotiation of the Facility Agreement (Norton Rose Fulbright) in an e-mail sent to Angola in September 2017.[21]

43. To compensate Aenergy for this change, GE accepted the deferral of payment of the remaining amounts owed by Aenergy under the Supply Contracts.

44. In any event, prima facie, the fact that GE tolerated the deferral of payment is evidently inapt to negate the substantial contribution made by the Claimant in acquiring the Four Turbines, or to diminish the investment risk assumed by Aenergy in connection therewith. Indeed, prima facie, the risk assumed by Aenergy is manifestly undisputable given that it is precisely this risk that materialised and eventually resulted in the present arbitration.

2.1.2 The Four Turbines were not obtained through fraud

45. The Respondent contends that the Claimant's investment was procured through fraud and

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18 **AP-4**, GE Packaged Power, Inc., Commercial Invoice for MFG# 7266027, 8 December 2017**AP-5**, GE Global Parts and Product GmbH, Commercial Invoice for MFG# 7267575, 7267577, 7267025, 19 December 2017; **AP-17**, GE Global Parts & Products GMBH, Invoice No. F4826798, 15 September 2017; **AP-18**, GE Global Parts & Products GMBH, Invoice No. F4828466, 31 January 2019.

19 **R-0052**, Facility Agreement, 21 August 2017, Schedule 2, Clause 3(b)(i), p. 83.

20 **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017, pp. 4-6.

21 **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017, pp. 4-5.

unlawful schemes. The Claimant addresses these contentions below.

2.1.2.1 The Claimant's alleged participation in the forgery of the Forged Letters

46. The Respondent alleges that the Claimant participated in the forgery of the Forged Letters, on the theory that such participation renders the Four Turbines an investment obtained through fraud and, thus, unprotected under the BIT.

47. This contention is prima facie manifestly false, as explained in the following subsections.

2.1.2.1.1 The timing of the alleged fraud negates Angola's argument that the supposed fraud renders the Four Turbines unprotected investment

48. As the Respondent itself acknowledges, "*the illegality must have occurred at the time the investment was established*".[22]

49. The Four Turbines were purchased by Aenergy, and ownership thereof was transferred to Aenergy, on 31 March 2017.[23] The transfer of ownership was effective immediately upon execution and was not conditioned upon payment. The Forged Letters were created by Mr Wilson da Costa in October 2017, some six months after the investment had already been made.[24]

50. Accordingly, it is logically impossible for the investment to have been obtained through fraud, as the alleged fraudulent conduct occurred well after the investment had been established.

51. Prima facie, this clear and obvious timing issue by itself refutes the Respondent's argument that the Four Turbines were obtained through fraud, and evidently so. Nonetheless, we provide the following additional reasons that refute the Respondent's fraud-based argument.

2.1.2.1.2 Angola was not the victim of fraud

52. As admitted by Angola, "[f]*raud means the deliberate deception (misrepresentation, concealment or corrupt payment) by which an investor obtains an advantage or right* ***from the host state***".[25]

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22 SoD, ¶230.
23 SoC, ¶80.
24 SoD, ¶62.
25 SoD, ¶232 (emphasis added).

53. In the present case, the Forged Letters benefited both Angola and GE. Angola received financing for the 13 Contracts and GE received payment from Aenergy for the turbines provided.

54. Critically, the alleged advantage would be obtained from GE Capital and **not** from the host State. Angola was not the victim of any purported fraud; rather, it was a beneficiary thereof. Accordingly, the Respondent's fraud-based request for documents must fail, as the essential element of deception to obtain an advantage **from the host state** is absent.

2.1.2.1.3 The Claimant's alleged motivation to commit fraud

55. The Respondent alleges that the Claimant's knowledge of GE Capital's reluctance to disburse funds under the Facility Agreement until Angola committed to purchasing 12 turbines provided the Claimant with a motive or pressure to participate in the alleged forgery of the forged letters.[26]

56. However, the Respondent has already submitted an expert report which allegedly proves that the Claimant had no option but to resort to fraud to include the Four Turbines in the Contracts.[27] It is unclear why Angola would need additional evidence to further corroborate an allegedly proven fact.

57. In any event, and for the sake of clarity, while the Claimant did not participate in the said forgery, it is undisputed that the transaction was structured such that Aenergy would receive payment from Angola through disbursements made by GE Capital under the Facility Agreement.

58. Neither does the Claimant dispute that Mr Machado was aware of GE Capital's stated position that it would not disburse funds under the Facility Agreement until Angola committed to purchasing 12 turbines. Indeed, all parties involved were aware of this, including Angola and its lawyers involved in the negotiation of the Facility Agreement.[28] We refer to ¶42 above.

2.1.2.1.4 The LCIA Tribunal's findings on Mr Machado's participation in Wilson da Costa's forgery

59. Even assuming, *arguendo*, that the Respondent's allegation regarding Mr Machado's

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26 *See*, *e.g.*, Respondent's Document Requests Nos. 6, 7, 8 and 13.

27 RER-01.

28 **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017, pp. 4-6.

involvement in the forgery committed by Wilson da Costa was relevant to the characterisation of the Four Turbines as an unprotected investment (which it is not, for all the reasons provided above), the LCIA arbitration and the findings of the LCIA tribunal are nonetheless irrelevant to the present proceedings.

60. Obviously, the findings rendered in an arbitration between Aenergy and GE do not give rise to *res judicata* as between Mr Machado and Angola. Accordingly, in the hypothetical scenario that this Tribunal were required to make findings on Mr Machado's involvement in the forgery (*quod non*) it would need to make its own independent findings based exclusively on the evidence adduced in the present arbitration.

61. To the extent the findings of a different tribunal are to be accorded any probative or evidentiary weight, it bears noting that the United States Department of Justice ("**DOJ**"), in a subsequent criminal investigation and trial – conducted with full knowledge of the LCIA award and its contents and with access to all federal investigative mechanisms, resources, and expertise necessary to conduct a thorough and exhaustive investigation –[29] concluded that the forgery was perpetrated by Mr. da Costa alone, who was finally convicted for it. In contrast, Mr Machado and Aenergy were not convicted nor even prosecuted.[30]

62. The Respondent's representation that "*the later findings—reflected in the LCIA arbitration decision and the SDNY decision convicting Mr. Wilson da Costa for the forgery of the Forged Letters—[establish] that the Claimant orchestrated the scheme*"[31] is manifestly incorrect. The SDNY decision does not support the proposition that the Claimant orchestrated the scheme; to the contrary, it establishes that Mr da Costa was the sole person responsible for the fraud.[32]

63. Additionally, a key element upon which the LCIA tribunal relied to conclude that Mr Machado participated in the forgeries was later proven to be incorrect. The Respondent mentions the following sentence of the award: "*we conclude that the evidence demonstrates* […] *that AE knew of, and was complicit in, the creation and deployment of the relevant letters. In*

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29 **R-0043**, GE's Lawyers Letter to the Public Prosecutors, citing excerpts from the LCIA Arbitral Award, 29 March 2024.

30 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, pp. 6, 7, 19 and 20.

31 *See* ¶9 above.

32 **R-0036**, United States v. Freita Da Costa, Case 23-cr-610, Opinion and Order, United States District Judge, 14 February 2025, p. 7: "*Da Costa intentionally and knowingly misled decisionmakers at GE Capital, GE Power, AE and the Republic of Angola about the contents of the letter agreements that he had forged and doctored*".

particular we conclude that Mr. Bento signed the Suite Version 2 Letters at the direction of Mr. Machado".[33] However, subsequently, the DOJ, after an extensive investigation, found that the content of the letters of intent signed by ENDE and PRODEL was forged by Mr da Costa, who also affixed Mr Bento's signature to the documents, creating the version of the charged forgeries disseminated within GE.[34]

64. In this context, we need to also address the Respondent's allegation that "*it was established in the US Proceedings that Mr. da Costa was the individual who directly falsified the documents, it was also proven therein that both Mr. Wilson da Costa and another GE employee each received approximately 5 million USD from the Claimant as compensation for their collaboration in the fraud scheme, namely forging the letters*".[35]

65. This is a further blatant misrepresentation of the findings in the US Proceedings. Indeed, the DOJ found evidence of payments by Mr Machado, but it did not conclude that they were paid "*as compensation for* […] *forging the letters*". On the contrary, the DOJ found that "***Da Costa** was well aware that the Charged Forgeries could easily be discovered, so to cover up **his deception** and **cast blame on AE**, **Da Costa fabricated a lie that AE was cheating the Angolan government by somehow double billing Angola for TM 2500s***".[36]

66. If indeed Mr Wilson da Costa extracted payments from Aenergy or Mr Machado in exchange for his efforts aimed at GE adopting a favourable disposition toward Aenergy, such conduct, while potentially improper, would not be directed against, affect or harm Angola. The only potentially harmed party would be Wilson da Costa's principal, GE, to the extent that such payments might weaken the loyalty owed by Wilson da Costa to his employer GE.

2.1.2.2 The alleged inclusion of the Four Unsolicited Turbines under the Facility Agreement

67. The Respondent states that "[t]*he Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement*".[37] Similarly, it asserts that "*AEnergy, by using the Forged Letters, misled GE and GE Capital into believing*

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33 Respondent's Document Requests Nos. 14 and 17.

34 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 4.

35 SoD, ¶249.

36 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 6.

37 Respondent's Document Requests Nos. 14, 16, 17, 18, 24 and 25.

that the 13 Contracts had been revised to include the Four Unsolicited Turbines, thereby enabling payment for those turbines under the Facility Agreement".[38]

68. The Claimant does not dispute that the Forged Letters indeed misled GE Capital and that the forgery enabled the disbursement under the Facility Agreement.

69. In any event, the forgery had no effect whatsoever on the scope of the 13 Contracts. No turbines were added to the scope of any of them, nor could they have been, absent a formal contractual amendment executed by the parties thereto. This is undisputed.

70. Similarly, the forgery had no effect on what Angola paid for through the disbursement. Angola paid exclusively for the goods and services invoiced by Aenergy in performance of the 13 Contracts, which did not include the Four Turbines. In its request to borrow from the Facility Agreement, Angola referenced only the specific Aenergy invoices that MINEA had approved (which included only eight turbines).[39] This has also been recognised by GE.[40]

71. What occurred is that Aenergy discharged certain obligations it owed to different GE entities under the Supply Contracts by directing MINEA to remit amounts owed by Angola to Aenergy under the 13 Contracts directly to GE, rather than to Aenergy itself. MINEA, in turn, did not itself effect such payments but instead directed its financier, GE Capital, to make the relevant payments to GE.[41]

72. This payment mechanism was expressly contemplated under the Facility Agreement between MINEA and GE Capital. For instance, the purpose of the Facility Agreement clearly states that Angola shall use the amounts borrowed towards payments due "***from the Purchaser*** **[Aenergy]** ***to the Supplier*** **[GE]** *for Goods and Services under the Supplier Contracts* ***and from the Offtakers*** **[Angola]** ***to the Purchaser*** **[Aenergy]** *for Goods and Services under the On-Sale Contracts* [the 13 Contracts].[42]

73. In line with this, clauses 6.2(a)(iv) and (v) provide that for amounts of the loan to be disbursed to the "Supplier" (GE) or the "Purchaser" (Aenergy) GE and Aenergy must issue the payment

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38 Respondent's Document Request No. 21.

39 Claimant's Rule 41 Response, ¶220; **R-0002**, Invoices approved by MINEA, 30 August 2017; **R-0003**, Utilization Request, 24 December 2017.

40 **C-33**, E-mail from Willy Ireri to Sharad Jain (GE Capital), 14 January 2019.

41 **R-0005**, Invoice Summary by On-Sale Contract, 22 December 2024.

42 **R-0052**, Facility Agreement, 21 August 2017, clause 3.1(a), p. 20 (emphasis added).

instructions along with the relevant account details.[43] Accordingly, Schedule 6 of the Facility Agreement lists both the Supply Contracts and the 13 Contracts, and specifies the corresponding amounts payable to Aenergy and GE.[44]

74. Given that Angola finally withdrew less than the total amount provided by the Facility Agreement, GE prepared the "Invoice Summary", which updated the amounts to be disbursed to Aenergy and GE and indicated the relevant account details, to satisfy clauses 6.2(a)(iv) and (v) of the Facility Agreement.[45] This was also clearly communicated to Angola by GE.[46]

75. Therefore, MINEA was fully cognisant that it was implementing this mechanism when it discharged Aenergy's invoices by directing GE Capital to effect payment to the GE entities.[47]

76. The mechanism was applied with full transparency for all parties involved, including Angola and as intended from the outset.

2.1.2.3 The alleged double-charging and inclusion of the Four Unsolicited Turbines in Contracts No. 7 and 11

77. Somewhat similarly to the allegation addressed in the previous subsection, the Respondent alleges that "*AEnergy attempted to double charge MINEA in respect of the Four Unsolicited Turbines*".[48] This is not just false but nonsensical, and it is based only on Mr Wilson da Costa's lies, as unequivocally concluded by the DOJ:[49]

> *"*[T]*o cover up his deception and cast blame on AE, Da Costa fabricated a lie that AE was cheating the Angolan government by somehow double billing Angola for TM 2500s".*

78. The Respondent further *contends* that "*the Four Unsolicited Turbines were included in Contracts no. 7 and 11 solely as a result of the Claimant's fraudulent and illegal conduct*".[50]

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43 **R-0052**, Facility Agreement, 21 August 2017, clauses 6.2(a)(iv) and (v), p. 23.
44 **R-0052**, Facility Agreement, 21 August 2017, p. 91-97.
45 **R-0005**, Invoice Summary by On-Sale Contract, 22 December 2024.
46 **C-34**, E-mails exchanged between Brad Galvin and Ciel da Conceição, 28 December 2017.
47 **-0005**, Invoice Summary by On-Sale Contract, 22 December 2024.
48 Respondent's Document Request No. 15.
49 *See* **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 6. *See also*, p. 19: "*AE's business was destroyed after Da Costa's lies and false allegations of double billing eroded the trust between AE and Angola*".
50 Respondent's Document Request No. 23.

As explained above, the Four Turbines were never included in Contracts Nos. 7 and 11.[51]

79. Additionally, the Respondent *asserts* that "[i]*n two meetings in December 2018, Mr. Wilson da Costa stated that the Respondent had already paid for the Four Unsolicited Turbines by the unauthorized allocation of their cost to the 13 Contracts, specifically to Contracts No. 7 and 11*".[52]

80. However, the very *document* from which the Respondent extracted this conclusion is pulled from pleadings submitted by Aenergy in different proceedings.[53] In those pleadings, Aenergy already explained that Mr da Costa created this document to falsely convince MINEA that Angola had paid for 12 turbines.[54]

2.1.2.4 Other supposed fraudulent behaviour

81. The Respondent alleges *that "the Claimant, Mr. Wilson da Costa, and other GE employees/representatives engaged in fraudulent business schemes across African countries, including Angola, for their own benefit and for the benefit of Aenergy*".[55]

82. The Respondent's strategy of attempting to establish the existence of dubious behaviours is misconceived. Even assuming, *arguendo*, that any such conduct occurred, it would have no bearing on the legality of the acquisition of the Four Turbines, because any conduct occurring in other African countries (or in Angola, but in connection to other projects) has no bearing in the present case. Accordingly, it cannot serve as a basis for denying protection to the Claimant's investment under the BIT.

2.2 The Claimant's damages are not unfounded

83. The Respondent challenges the Claimant's position on damages on two grounds: (i) that the Four Turbines were acquired with the Respondent's financing rather than with Aenergy's own funds (Section 2.2.1); and (ii) that Aenergy has already been compensated for the damages claimed in this arbitration through a prior settlement (Section 2.2.2). The Claimant addresses each of these contentions in turn below.

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51 *See* ¶69 above.
52 Respondent's Document Request No. 26.
53 SoD, ¶99.
54 **R-0006**, Aenergy, S.A. and Combined Cycle Power Plant Soyo, S.A., v. Republic of Angola, et al and General Electric Company, et al., Case no. 20 cv 3569, 7 May 2020, p. 46.
55 Respondent's Document Requests Nos. 20 and 21.

2.2.1 The Four Turbines were acquired with the Respondent's financing

84. The Respondent states that "[t]*he Claimant did not endure any damages out of the Respondent's actions since the Four Unsolicited* Turbines *were acquired with the Respondent's financing, rather than with AEnergy's own funds*".[56] For the sake of efficiency, we refer to ¶¶71-76 above.

2.2.2 Aenergy has not been compensated for the damages claimed in this arbitration

85. The Respondent contends that "*AEnergy – and, consequently, the Claimant – has already been compensated for the alleged damages sought in this arbitration through the Settlement Agreement in the ICC Case*".[57]

86. The damages claimed in the present arbitration arise from the Respondent's breaches of its obligations under the BIT, including the unlawful expropriation of the Four Turbines and the denial of fair and equitable treatment and full protection and security. These claims are distinct in nature, subject matter, and legal basis from any claims that were or could have been advanced in the ICC Case between Aenergy and GE.

87. The Settlement Agreement resolved all disputes between AE and GE, not only regarding the ICC case, but also the LCIA case and other US complaints against GE. These were commercial disputes between Aenergy and GE concerning their contractual relationship and involved, among others, claims of tortious interference with the contracts between Aenergy and Angola and wrongful termination of an exclusivity distribution agreement between Aenergy and GE. Those claims are different from the claims arising from Angola's expropriation of the Four Turbines and other treaty breaches that form the basis of the present arbitration. Accordingly, there can be no double recovery, as the compensation sought in this arbitration addresses different injuries caused by the Respondent's treaty violations.

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56 Respondent's Document Requests Nos. 2 and 4.

57 Respondent's Document Request No. 27.

RESPONDENT'S REPLY TO CLAIMANT'S INTRODUCTION TO OBJECTIONS

(SUBMITTED BY THE RESPONDENT ON 29 JANUARY 2026)

88. The Claimant has used the introduction to his objections to make extensive factual and legal allegations spanning thirteen pages, effectively submitting an unauthorized pleading. Furthermore, in addressing the relevance and materiality of the requests, the Claimant also attempts to challenge the legal claims underlying the requests. This approach is procedurally improper, inadmissible, and should not be permitted.

89. *First*, with respect to the introduction, the Claimant summarizes the Respondent's principal legal arguments in support of the Request for Document Production– namely, (i) that the Four Unsolicited Turbines do not constitute a protected investment, and (ii) that the Claimant's claimed damages are unfounded[58]— the Claimant asserts that the introduction is necessary "*to provide the Arbitral Tribunal with the necessary context to assess Respondent's document-production requests*,"[59] and must therefore "*briefly address the factual allegations underlying these two points*."[60]

90. The Claimant maintains that this "*context*" serves two purposes: (i) to make admissions of fact that would allegedly render certain aspects of the Respondent's requests moot; and (ii) to deny other factual allegations with sufficient detail and substantiation to enable the Arbitral Tribunal to assess the relevance and materiality of the Respondent's requests.[61]

91. The clear purpose of the Claimant's introduction, however, is to prompt the Arbitral Tribunal to prejudge the Respondent's claims. This misuse of the document production process should be addressed by the Arbitral Tribunal, including in the allocation of costs.[62]

92. *Second*, it is a fundamental mischaracterization of the relevance and materiality requirements for document production to claim that documents are irrelevant simply because the claims they support allegedly lack merit. Indeed, the Respondent does not expect the Claimant to agree with the merits of its submissions. However, the assessment of relevance and materiality of a document request is independent of the merits of the underlying arguments;

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58 Claimant's Introduction to Objections, §25.
59 Claimant's Introduction to Objections, §26.
60 Claimant's Introduction to Objections, §26.
61 Claimant's Introduction to Objections, §26.
62 **RL-0129**, MÉLANIE RIOFRIO PICHÉ, Practice Note, Document Production: The Armesto Schedule, in ICSID Review, Vol. 38, No. 2(2023), p. 307.

it turns on whether the request relates to the issues or contentions submitted in the case. The merits of the claims are for the Arbitral Tribunal to decide at the end of the proceedings, after all evidence has been produced.

93. Even in cases where the requested documents are (i) referenced in documents already submitted, (ii) mentioned in witness statements or expert reports, or (iii) relied upon by experts in preparing their reports, the Claimant contends that such documents are irrelevant. However, as RIOFRÍO PICHÉ observes, as a general rule, documents in these circumstances should be considered relevant.[63]

94. The Claimant's approach undermines the Respondent's rights of defense and distorts the intended scope and purpose of this phase of document production. By introducing legal arguments at this improper procedural stage, the Claimant disregards the established process anticipating his reply.

95. Accordingly, the Respondent confines its introductory remarks to objecting to the Claimant's abusive use of the Request for Document Production. Moreover, the Respondent will demonstrate that the Claimant seeks to sidestep the relevance and materiality requirements to challenge the Respondent's legal claims and to induce the Tribunal to prejudge the case.

3. The Claimant's introduction to his objections undermines the Respondent's rights of defense and the proper scope and purpose of the Request for Document Production

96. Document production is a critical phase in international arbitration, balancing effective fact-finding with efficiency, fairness, and equality. Its purpose is to ensure that each party has a fair and equal opportunity to access the evidence necessary to prove its case, thereby facilitating effective fact-finding, promoting procedural fairness, and safeguarding the integrity of the arbitral process.

97. Indeed, the Document productions is intended to prevent one party from being unfairly disadvantaged by lack of access to evidence in the possession of the other, thereby upholding the principle of equality of arms and the right to be heard

63 **RL-0129**, MÉLANIE RIOFRIO PICHÉ, Practice Note, Document Production : The Armesto Schedule, in ICSID Review, Vol. 38, No. 2(2023), p. 310, suggestion of Procedural Order, §20: "[d]*ocuments, referred to in other Documents that have already been submitted, mentioned in witness statements or in expert reports, or relied upon by experts to prepare their expert reports (but excluding working papers used by experts), will, as a general rule, be considered relevant*".

98. In that spirit, and without prejudice to its rights and defenses, the Respondent did not object to any of the Claimant's requests for document production. This should not be taken as agreement with the Claimant's case; on the contrary, it reflects the Respondent's good-faith commitment to cooperation and to the Arbitral Tribunal's truth-seeking function.[64]

99. By contrast, the same cannot be said of the Claimant's conduct. While appropriate factual admissions by the Claimant could have rendered certain requests moot, the Claimant has made no such admissions. The closest it comes is asserting that certain facts or legal arguments are "undisputed." As the Respondent will address below, those facts and arguments are not undisputed—quite the contrary.

100. With respect to the requirements of relevance and materiality, it is well established that the Tribunal's analysis is conducted on a prima facie basis, without prejudging any final determination the Tribunal may ultimately make.[65] To use these requirements as a basis to challenge the legal claims underlying the requests is plainly an attempt to improperly influence the Arbitral Tribunal.

3.1. The Claimant alleges that he made a substantial contribution and assumed an investment risk in acquiring the Four Unsolicited Turbines; the Respondent disputes this allegation

101. In Section 2.1.1.1 of the Claimant's introduction, the Claimant states he will seek to prove that he made a substantial contribution and assumed an investment risk in acquiring the Four Unsolicited Turbines, thus he was not a mere intermediary.

102. In order to prove this factual allegation, the Claimant invoke the Framework Agreement between Anergy and GE;[66] the documents referred as transfer of ownership of the Four

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64 **RL-0130**, FRÉDÉRIC G. SOURGENS/IAN A. LAIRD/KABIR A.N. DUGGAL, *Documentary Evidence and Document Production*, in *Evidence in International Investment Arbitration*, p. 184, §9.23: "*The underlying rationale for permitting document production is to provide the tribunal with ample documentary material that can help piece together a more complete picture of the facts and, thus, assists the tribunal in reaching determinations as to the dispute. That is why, traditionally, the disputing parties share the duty of collaboration and find themselves compelled to act in good faith in connection with the collection of documents*."

65 **RL-0129**, MÉLANIE RIOFRIO PICHÉ, Practice Note, Document Production : The Armesto Schedule, in ICSID Review, Vol. 38, No. 2(2023), p. 305.

66 **C-38**, Framework Agreement between Aenergy, S.A., and GE Packaged Power, Inc., 30 June 2016.

Unsolicited Turbines[67] and the DOJ letter in connection to Mr. Wilson da Costa's sentencing.[68]

103. However, contrary to the Claimant's position, the role of intermediary derives from the Framework Agreement, as claimed by the Respondent in its Statement of Defense.[69]

104. As for the documents referred to as the transfer of ownership of the Four Unsolicited Turbines, the Respondent disputes the timing of the transfer of ownership from GE to AEnergy.[70]

105. As for the DOJ letter, it does not constitute evidence, in and of itself, that AEnergy was a mere intermediary in the purchase of the Four Unsolicited Turbines and their sale to Angola; rather, it refers to all 13 Contracts and the services provided by AEnergy under those agreements, not to the relationship between GE, AEnergy and Angola regarding the supply of the turbines.

106. Despite this, the Claimant asserts that "*it is undisputed that Aenergy entered into contracts with GE and with MINEA in its own name and for its own account, assumed all obligations and inherent risks under those contracts, and performed those contracts with its own means and personnel.*"[71]

107. This statement sets out a factual allegation by the Claimant, not a factual admission. The Respondent takes the opposite position; accordingly, the facts asserted by the Claimant remain disputed.

108. The Claimant further attempts to dodge the production of any documents related to negotiations of the contracts with GE by stating that everything is perfectly clear from the final version of the contracts. For example, when explaining why these documents are not necessary, the Claimant argues that "*if AEnergy acted as an intermediary, the Framework Agreement would reflect this – which it does not*."[72]

109. Such assertions clearly demonstrate why the documents concerning the negotiations of the final versions of the contracts are necessary, as AEnergy's role in the transactions is a

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67 **C-7** to **C-10** regarding the transfer of ownership of the Four Turbines.
68 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 19.
69 SoD, pp. 7-11, §§33-44.
70 SoD, p. 158, §561.
71 Claimant's Introduction to Objections, §34.
72 Claimant's Objection to Request No. 1, pp. 37-38.

contested fact. Although the Respondent contends that AEnergy's role as a mere intermediary is revealed from the Framework Agreement and the Supply Contracts, the fact that the Claimant takes the opposite interpretation is precisely why the Respondent asks for the production of additional documents concerning the negotiations and amendments made to these contracts. It is incontestable that these negotiations are many times a reflection of the Parties' true intentions.

110. Accordingly, the Respondent's Requests Nos. 1, 2, 3, 12 and 13 are intended to obtain evidence demonstrating that the contracts between AEnergy and GE establish AEnergy's role solely as an intermediary between GE and Angola. Had the Claimant admitted this, further document requests concerning negotiations between AEnergy and GE would be unnecessary. Since no such admission has been made, the Respondent maintains these requests.

3.2. The Claimant alleges that it was uncertain whether AEnergy would be able to sell the Four Unsolicited Turbines to Angola; the Respondent disputes this allegation

111. In Section 2.1.1.2 of the Claimant's introduction, the Claimant alleges that "*it is undisputed that it was uncertain whether Aenergy would be able to sell the Four Turbines on to Angola.*"[73]

112. The Claimant argues that the Respondent repeatedly insists that, because the Four Unsolicited Turbines were not included within the scope of the 13 Contracts, the Claimant was compelled to fraudulently include them in those contracts.[74]

113. Again, the Claimant's characterization of the matter as "*undisputed*" does not constitute a factual admission, as it does not confirm the Respondent's allegations.

114. The Respondent seeks to establish that the Claimant's commitment to purchasing the turbines from GE was solely based on the knowledge that they would be resold to the Respondent. This would demonstrate that the Claimant made no substantial contribution, as required by the Salini test.

115. The Claimant's commitment to purchase the turbines for resale to the Respondent, using funds provided by the Respondent and in light of the fact that the 13 Contracts covered only eight turbines, was the underlying reason for the desperate fraudulent scheme devised by

73 Claimant's Introduction to Objections, §37.
74 Claimant's Introduction to Objections, §36.

Mr. Ricardo Machado and Mr. Wilson da Costa, which included kickback payments.

116. Accordingly, Requests Nos. 1, 2, 12 and 13 remain necessary. Since no factual admission by the Claimant has been made, the Respondent maintains these requests.

3.3. The Claimant alleges that GE tolerated the deferral of payment for the remaining price of the Four Unsolicited Turbines; the Respondent disputes this allegation

117. The Claimant's assertion that GE tolerated AEnergy's deferral of payment of the remaining balance for the Four Unsolicited Turbines until AEnergy received payment under the Facility Agreement is disputed by the Respondent.[75]

118. The Respondent's position is not that GE simply tolerated deferred payment. Rather, the Respondent submits that negotiations between GE and AEnergy specifically established that the Four Unsolicited Turbines would be included within the scope of the 13 Contracts, and that payment would be made through disbursements under the Facility Agreement.

119. Of particular concern is that, in his introduction, the Claimant presents new factual allegations in its objections to the Respondent's Request for Document Production—allegations which are highly unsubstantiated.

120. Specifically, the Claimant asserts that:

(i) it made advance payments of USD 60 million prior to any disbursement under the Facility Agreement, and implies that such advance payment was allocated to the Four Unsolicited Turbines by claiming GE tolerated deferred payment of "the remaining price" for these turbines;[76] and

(ii) GE Capital waived a condition precedent in the Facility Agreement requiring Angola to prepay, or pay upfront, all amounts payable to AEnergy, provided that it would not be required to disburse funds related to Contracts Nos. 3, 7, 11, or 12 unless four additional TM2500 turbines were included within the scope of those four contracts.[77]

121. With respect to the Claimant's assertion that it made advance payments to GE amounting to

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75 Claimant's Introduction to Objections, §40.

76 Claimant's Introduction to Objections, §39; **C-43**, GE Debt Credit Request, 28 June 2026.

77 Claimant's Introduction to Objections, §§41-42; **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017.

USD 60 million prior to any disbursement under the Facility Agreement, there is no evidence that such an advance payment was made, nor that it was intended to cover the Four Unsolicited Turbines. It is incumbent upon the Claimant to prove both the existence and the specific allocation of the alleged advance payment in its pleadings, rather than in response to the Request for Document Production.

122. Regarding the alleged waiver of the condition precedent, it should be noted that the Claimant relies on an email exchanged between GE, MINFIN and Norton Rose, even though the Claimant was not a recipient, and the document is highly confidential, subject to a protective order and subject to privilege.[78] This is quite impressive taking into account that the Claimant objects to produce documents based on confidentiality.

123. More importantly, the Claimant has deliberately misinterpreted the emails exchanged between MINFIN and Norton Rose. In its message dated 19 September 2017, Norton Rose conveyed that GE was willing to waive the condition precedent set out in the Facility Agreement, Schedule 2, Clause 3(b)— in particular that the relevant Offtakers prepay or pay upfront all amounts payable under the On-Sale Contracts—provided that MINEA altered the scope of the 13 Contracts.

124. In October 2017, MINFIN responded to these emails but addressed an entirely different condition precedent—specifically, the one stated in Schedule 2, Clause 1(d), regarding evidence of the inscription of the transactions under the Facility Agreement in the State Budget as a public investment program.[79]

125. Nothing in these emails amounts to (i) a waiver of the condition precedent in Schedule 2, Clause 3(b)(i), or (ii) any communication from GE Capital that disbursement of the Facility Agreement was conditional upon the inclusion of the Four Unsolicited Turbines in the scope of the 13 Contracts.

126. Quite the opposite, it further demonstrates that the Claimant had full knowledge of the Forged Letters and the deception involving GE Capital. Since the Respondent never amended the contracts as requested by GE, if GE nonetheless waived the condition precedent mentioned and AEnergy was aware of that waiver, it provides additional evidence that the

78 **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017.

79 **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017; R-0052, Facility Agreement, 21 August 2017, Schedule 2, Clause 1(d), p. 81.

Claimant knew the Forged Letters were used to mislead GE Capital.

127. Accordingly, Requests Nos. 4, 5, 6, 8, 11 and 12 remain necessary. Since no factual admission by the Claimant has been made, the Respondent maintains these requests.

3.4. The Claimant contends that the alleged fraud occurred after the investment had been made; the Respondent disputes this allegation

128. The Claimant asserts that the investment was made on 31 March 2017 through the purchase of the Four Unsolicited Turbines and the subsequent transfer of ownership.[80]

129. What constitutes the Claimant's investment is disputed. The Claimant contends that the investment consists of purchasing the Four Unsolicited Turbines through supply contracts for resale at its discretion. The Respondent disputes this characterization. However, this legal issue will be addressed in the parties' pleadings.

130. With respect to the timing and transfer of ownership, these issues remain in dispute. The Claimant alleges that transfer of ownership was effective immediately upon execution on 31 March 2017, whereas the Respondent contests this assertion. It is not plausible that the transfer occurred the next day of the signing of the Supply Contract #1049882 on 30 March 2017. Indeed, as already claimed by the Respondent, under Contract #1049882, the "[t]*itle to equipment items shall transfer from Seller to Buyer when it has been cleared for export at the port of export."*[81] However, the turbines were shipped from Houston on 27 December 2017 and from Slovenia on 28 December 2017, as evidenced by the respective Bills of Landing.[82]

3.5. The Claimant argues that Angola was not the victim of fraud; the Respondent disputes this allegation

131. The Claimant recognises the Respondent allegation that "[f]*raud means the deliberate deception (misrepresentation, concealment or corrupt payment) by which an investor obtains an advantage or right from the host state."*[83]

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80 Claimant's Introduction to Objections, §49; **C-43**, GE Debt Credit Request, 28 June 2026.

81 **AP-011**, Contract for Sale of Equipment and Services (No. 1049882), 30 March 2017, p. 7, Clause 4(b)(i).

82 First Quantum Expert Report by AlixPartners, 11 September 2055, pp. 7-8, §26; **AP-15**, Bill of Landing for MFG#7266028, 27 December 2017; **AP-16**, Bill of Landing for MFG#7267575, 7267577, 7267025, 28 December 2017.

83 SoD, §232.

132. In a claim advanced in absolute bad faith, the Claimant asserts that the Forged Letters benefited both Angola and GE, as Angola received financing for the 13 Contracts and GE received payment from AEnergy for the turbines supplied.

133. On the one hand, the Claimant attempts to persuade the Arbitral Tribunal that he did not participate in the forgery of the letters of intent. On the other hand, he does not dare to deny that he paid USD 5 million to Mr. Wilson da Costa in kickback payments. Accepting the Claimant's narrative would require concluding that these kickback payments were a mere act of altruism intended to benefit both Angola and GE—a proposition that is manifestly absurd.

134. The Facility Agreement was intended to finance a specific number of turbines, together with other goods and services. However, through fraudulent actions by the Claimant and Mr. Wilson da Costa, the Four Unsolicited Turbines were improperly included in the Facility Agreement. Consequently, the Respondent was compelled to terminate the 13 Contracts, initiate legal proceedings regarding the ownership of the turbines, defend itself against legal harassment initiated by Mr. Ricardo Machado, seek another company to perform the goods and services necessary to complete the 13 Contracts.

135. It is notable that even the DOJ letter in connection with Wilson da Costa's sentencing submitted by the Claimant in his objections to the Respondent's Request for Document Production confirms the Respondent's position as a victim in this matter.[84]

3.6. The Claimant alleges that he had no motive to commit fraud; the Respondent disputes this allegation

136. The Claimant admits that: (i) the transaction was structured so that AEnergy would receive payment from Angola through disbursements made by GE Capital under the Facility Agreement; and (ii) GE Capital's stated position was that it would not disburse funds under the Facility Agreement until Angola had committed to purchasing 12 turbines.

137. Additionally, the Claimant asserts that the Respondent was aware of GE Capital's precondition for disbursement under the Facility Agreement, and further maintains that, despite these facts, he had no motive to participate in the fraud scheme.

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84 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, pp. 1 and 14.

138. With regard to the factual allegation set out in the introduction to his objections to the Respondent's Request for Document Production, the document submitted by the Claimant does not establish that the Respondent was aware that GE Capital would refrain from disbursing funds under the Facility Agreement until Angola had committed to purchasing 12 turbines.[85] The Respondent did not know that the Four Unsolicited Turbines were financed through the Facility Agreement, nor did it consent to any changes to the scope of the 13 Contracts.

139. Furthermore, in a disingenuous manner, the Claimant contends that, since the Respondent already considers it proven that it had no choice but to resort to fraud to include the Four Unsolicited Turbines in the 13 Contracts, no further evidence is required.[86]

140. This position is misleading. If the Claimant had indeed admitted as a matter of fact that it had no alternative but to resort to fraud in order to secure payment for the Four Unsolicited Turbines, Requests Nos. 6, 7, 8, 9, 10, 11 and 13 would be unnecessary. However, the Claimant has made no such admission; it even refers to as "an allegedly proven fact."[87] Accordingly, the requested documents remain necessary.

3.7. The Claimant contends that Mr. Wilson da Costa was solely responsible for forging the letters of intent and for affixing Mr. Bento's signature to the documents; the Respondent disputes this allegation

141. The Claimant contends that the LCIA Arbitration and the findings of the LCIA tribunal are irrelevant to the present proceedings because (i) they do not give rise to *res judicata* between Mr. Machado and Angola,[88] and (ii) this Arbitral Tribunal is required to reach an independent determination regarding Mr. Machado's involvement in the forgery, based exclusively on the evidence presented in the current arbitration.[89]

142. While these contentions are legal in nature and will be further addressed by the Respondent in its pleadings, it is important to draw the Arbitral Tribunal's attention to the clear wording

85 **C-44**, E-mails exchanged between Norton Rose Fullbright and MINFIN, 19 September 2017.
86 Claimant's Introduction to Objections, §56.
87 Claimant's Introduction to Objections, §56.
88 Claimant's Introduction to Objections, §§59-60.
89 Claimant's Introduction to Objections, §60.

of the LCIA Award:[90]

> *Having carefully considered the evidence and the submissions relating to the forged letters, we conclude that the evidence demonstrates the cogent standard required, that AE knew of, and was complicit in, the creation and deployment of the relevant letters. In particular we conclude that Mr. Bento signed the Suite Version 2 Letters at the direction of Mr. Machado; that AE, by Mr. Machado, AE's CEO and 99% shareholder, knew about the inauthenticity of the Forged letters; and that, AE; likewise by Mr. Machado, knew that such letters would be used to deceive GE Capital into releasing Credit Facility funds that it otherwise would not have disbursed, had it known that the letters were not genuine.*

143. The above demonstrate clearly the necessity of the Respondent's Requests Nos. 14 and 16 to 18. The Claimant should have accepted these requests and produced the relevant documents in the spirit of cooperation and good faith required for truth-seeking. That is the purpose of the Document Production Phase agreed by the parties. Instead, the Claimant, aware of its involvement in the fraudulent scheme and the payment of kickbacks to Mr. Wilson da Costa, is taking all possible measures to obstruct the discovery of the truth. The Arbitral Tribunal should take into account the unreasonableness of the Claimant's objections and its unwillingness to produce the requested documents when allocating costs.[91]

144. Indeed, the Claimant seeks to distort the probative value of the LCIA Arbitration materials for these proceedings. The LCIA final award expressly found that the Claimant and AEnergy engaged in the fraudulent scheme that led to the fabrication of the Forged Letters and subsequent inclusion of the Four Unsolicited Turbines in the Facility Agreement.[92]

145. The Respondent does not contend that the LCIA findings have *res judicata* effect in these proceedings. The Respondent's position is straightforward: the LCIA record is relevant as evidence in this dispute. Its probative value, and how it should be weighed alongside other evidence, are matters for the Arbitral Tribunal to assess when rendering its final decision.

146. Furthermore, the imperative for the Arbitral Tribunal to grant the Respondent's requests is reinforced by the Claimant's demonstrated willingness to knowingly submit entirely false statements in these proceedings.

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90 **R-0043**, GE'S Lawyers Letter to the Public Prosecutors, quoting the LCIA Final Award, §287, dated 29 March 2024, p. 5

91 **RL-0129**, MÉLANIE RIOFRIO PICHÉ, Practice Note, Document Production : The Armesto Schedule, in ICSID Review, Vol. 38, No. 2(2023), p. 315, suggestion of Procedural Order, §60.

92 **R-0043**, GE'S Lawyers Letter to the Public Prosecutors, quoting the LCIA Final Award, §287, dated 29 March 2024, p. 5

147. The Claimant alleges that the DOJ, in subsequent criminal investigations and trial following the LCIA Award, concluded that the forgery was perpetrated exclusively by Mr. Wilson da Costa. Furthermore, the Claimant asserts that the DOJ's findings contradict the LCIA Award, which determined that Mr. Bento signed the documents at the direction of Mr. Ricardo Machado; according to the Claimant, the DOJ concluded instead that it was Mr. Wilson da Costa who affixed Mr. Bento's signature to the documents.

148. These factual allegations are unequivocally false. The DOJ states clearly:[93]

> *Da Costa received copies of the real letters of intent at some point during the afternoon on October 12, 2017. (Tr. 590; GX 307-03). Using the real letters,* ***Da Costa and potentially others created and disseminated the Charged Forgeries****. Unlike the real letters of intent, the Charged Forgeries included definitive language stating that Angola had agreed to purchase an additional four TM 2500s. (1425-N, 1426-N, 1427-N).* ***Da Costa and others created the Charged Forgeries*** *using Adobe Photoshop by hiding the text of the original letters, preserving the original letters' signatures from the heads of ENDE and PRODEL, and adding the new, binding text to the letters. (Tr. 629-643).* ***At some point, a signature from an AE executive was affixed to the documents*** *created in Adobe Photoshop, creating the version of the Charged Forgeries disseminated within GE. (GX 1424-N). The Charged Forgeries were photographed in Da Costa's apartment in Luanda at approximately 8:00 p.m., and Da Costa emailed them to several GE employees minutes later. (Tr. 643-646; GX 17-N, 139A, 710 at 48-53). At trial, GE executives testified that they believed, based on Da Costa's email, that the On Sale Contracts had been amended to include twelve TM 2500s, satisfying GE Capital's request that Angola commit to the purchase of at least twelve total TM 2500s. (Tr. 69, 211; GX 1423).*

149. As is evident from the DOJ's findings, unidentified "others" participated in the creation and dissemination of the forgeries, and the signature of an AE executive was affixed by an unidentified individual. The DOJ never concluded that Mr. Wilson da Costa acted alone or was solely responsible for affixing Mr. Bento's signature. The reason for these differences is that the LCIA Award focused on the roles of AEnergy, Mr. Ricardo Machado, and his employees, whereas the criminal proceedings examined Mr. Wilson da Costa's involvement. At no point did the DOJ's findings establish that Mr. Wilson da Costa single-handedly forged the letters or affixed the signature.

150. Such bad faith conduct by the Claimant not only undermines the integrity of the arbitral process but also underscores the critical importance of granting Respondent's Requests Nos. 14 and 16 to 26, so that all relevant facts may be properly established through disclosure.

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93 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 4 (emphasis added).

151. The Arbitral Tribunal is surely not willing to adjudicate this dispute without having all the factual elements regarding the fraudulent scheme perpetrated by Mr. Ricardo Machado and Mr. Wilson da Costa.

152. For the above reasons, and in a continued spirit of cooperation and good faith, the Respondent has sought and obtained GE's consent to produce the following elements from the LCIA Arbitration: (i) all exhibits admitted into the record in the LCIA Arbitration; (ii) all witness statements and hearing transcripts from the LCIA Arbitration; and (iii) the final award issued by the LCIA.[94]

153. GE requests that the Tribunal order that these documents be filed on a confidential basis, be protected from disclosure and publication, not be made publicly available (including by ICSID following the issuance of any awards), and be used solely for the purposes of this arbitration.[95] The Respondent does not oppose this request.

3.8. The Claimant alleges that the kickback payments affected only GE, and did not harm Angola; the Respondent disputes this allegation

154. Regarding the kickback payments made by Mr. Ricardo Machado to Mr. Wilson da Costa, the Claimant submits that the Respondent has mischaracterized the findings of the US Proceedings. As is evident from the Claimant's introduction to his objections, Mr. Ricardo Machado does not deny making a $5 million payment to Mr. Wilson da Costa.[96] The Claimant's only contention is that the conduct of Mr. Wilson da Costa, for which the payment was made, pertained solely to the relationship between GE and AEnergy, and was not directly against, nor did it affect or harm, Angola.[97]

155. However, this assertion is not supported by the available evidence. Even the document produced by the Claimant regarding the criminal proceedings against Mr. Wilson da Costa indicates that the payment was made specifically to secure approval for the Angola Fast Power Deal. This approval was contingent on the inclusion of the Four Unsolicited Turbines within the scope of the 13 Contracts, which in turn required the forgery of letters of intent. As stated by the DOJ: "*Da Costa also admitted that the payment was made to 'take care' of*

94 **R-0118**, Letter from Gibson Dunn in representation of GE, dated 28 January 2026.
95 **R-0118**, Letter from Gibson Dunn in representation of GE, dated 28 January 2026.
96 Claimant's Introduction to Objections, §§64-66.
97 Claimant's Introduction to Objections, §66.

Da Costa for his help with closing the Angola Fast Power Deal."[98]

156. Consequently, as the Claimant contests the Respondent's allegation that the $5 million payment made by Mr. Ricardo Machado to Mr. Wilson da Costa was a compensation in relation to the Fast Power Deal, Requests No. 24 should be granted.

3.9. The Claimant argues that the forgery had no impact on the scope of the 13 Contracts, did not affect the amounts paid by Angola through the disbursement, and that AEnergy did not attempt to double-charge Angola; the Respondent disputes these allegations

157. The Claimant does not dispute that the Forged Letters misled GE Capital and that such letters enabled the disbursement under the Facility Agreement. However, the Claimant alleges that "*the forgery had no effect whatsoever on the scope of the 13 Contracts. No turbines were added to the scope of any of them, nor could they have been, absent a formal contractual amendment executed by the parties thereto. This is undisputed,*"[99] and further contends that "*the forgery had no effect on what Angola paid for through the disbursement*."[100] The Claimant also maintains that the Respondent's allegation that AEnergy attempted to double-charge Angola for the Four Unsolicited Turbines is both false and nonsensical.[101]

158. However, the Claimant's allegations are incorrect.

159. *First*, the Claimant admits that the Forged Letters misled GE Capital and that the forgery enabled the disbursement under the Facility Agreement.[102] However, the Claimant fails to acknowledge that this resulted in the Four Unsolicited Turbines being unlawfully paid for by the Respondent. Instead, the Claimant maintains that he paid for the turbines with his own funds.

160. Accordingly, Requests 5, 11 and 12 remain necessary. Since no factual admission by the Claimant has been made, the Respondent maintains these requests

161. *Second*, the legal consequences arising from the forgery in relation to the 13 Contracts—including its impact on their scope, the alleged attempt to double-charge for the turbines,

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98 **C-42**, United States Department of Justice letter in connection with Wilson da Costa's sentencing, 19 March 2025, p. 6.

99 Claimant's Introduction to Objections, §69.

100 Claimant's Introduction to Objections, §70.

101 Claimant's Introduction to Objections, §77.

102 Claimant's Introduction to Objections, §68.

and the issue of ownership of the Four Unsolicited Turbines—are currently being litigated in Angola, which is the appropriate forum for these disputes. Ongoing proceedings before the Angolan courts concern whether the Respondent's ownership of these turbines resulted from Mr. Ricardo Machado's use of funds under the Facility Agreement.

162. *Third,* the legal consequences arising from the forgery in connection with the present dispute have to be addressed in the pleadings, not in the Respondent's Request for Document Production; the introduction to the Respondent's Request for Document Production is not the appropriate forum for such discussions.

163. The Respondent does not understand why the Claimant has raised this issue at this stage and can only conclude that it is a disingenuous attempt to induce the Arbitral Tribunal to prejudge the merits of the case.

3.10. The Claimant contends that any other alleged fraudulent conduct on his part does not constitute a basis for denying protection to his investment under the BIT

164. The Claimant argues that fraudulent conduct by the Claimant, Mr. Wilson da Costa, and other GE employees or representatives has no bearing on the legality of the acquisition of the Four Unsolicited Turbines, because any conduct occurring in other African countries (or in Angola, but in connection to other projects) has no bearing in the present case. Accordingly, it cannot serve as a basis for denying protection to the Claimant's investment under the BIT.[103]

165. Such an argument constitutes a clear misrepresentation of the Respondent's position and Requests.

166. The Respondent's reference to the Memorandum of Law in Support of the Government's motion in limine in Mr. Wilson da Costa's criminal case, submitted as Exhibit R-0045, which states that "[b]*etween at least 2016 and 2018, Da Costa, GE Employee-(…) and GE Emloyee 2 sought to extract millions of U.S. dollars from AE's Founder in exchange for providing AE with an illicit commercial advantage in various deals between AE and GE Africa, including the Fast Power Deal in Angola and other deals in Angola, Camaroon, Ghana, and Cote d' Ivoire*",[104] was intended solely to establish that the "Friends" WhatsApp group was used in the context

103 Claimant's Introduction to Objections, §§81-82.

104 **R-0045**, Memorandum of Law in support of the government's motions in limine, Case no. 23 Cr. 610 (PKC), dated 6 September 2024, pp. 17-18.

of the plot relating to the Fast Power Deal in Angola, where the Four Unsolicited Turbines were improperly included in the financing under the Facility Agreement.

167. This reference was not intended to initiate a fishing expedition as to any other illegalities underwent by the Claimant in other African countries. On to the contrary, it was simply intended to illustrate that this WhatsApp group was used to design fraudulent schemes in connection with the Fast Power Deal.

168. Understandably, confronted with the existence of a WhatsApp group used to design fraudulent schemes in connection with the Fast Power Deal, the Respondent specifically requests disclosure of those communications to demonstrate that the Claimant was responsible for the Forged Letters.

169. Indeed, the indication of such a collusion renders the individual communications between the Respondent, Mr. Wilson da Costa and their associates of utmost relevance for determining the Claimant's role in the plot.

170. For these reasons, the Respondent maintains its Request No. 19 to 26.

3.11. The Claimant alleges that the Four Unsolicited Turbines were acquired with AEnergy's own funds, and therefore, its claim for damages is not unfounded; the Respondent disputes this allegation

171. The Claimant argues that AEnergy made advance payments for the Four Unsolicited Turbines and paid for these turbines with its own funds, asserting that this is sufficient to substantiate its claim for damages.[105]

172. However, as previously mentioned, AEnergy's alleged advance payment and payment of the remaining price for the Four Unsolicited Turbines with its own funds has not been substantiated.

173. Moreover, contrary to its assertion of advance payment and payment with its own funds, the Claimant has stated that the following documents related to the payment for the Four Unsolicited Turbines do not exist:[106] (i) Bank Statements from AEnergy and the Claimant evidencing the cash flow of the alleged investment; (ii) Accounting records/financial

105 Claimant's Introduction to Objections, §84 and §§71-76.
106 Respondent's Request No. 5, R3.

Statements of AEnergy (including balance sheets, trial balance, income statements, auditor's report, cash flow statements, tax filings and statements of equity); (iii) Any documents related to the proof of payment, by AEnergy, for the Four Unsolicited Turbines, notably property, plant, and equipment lists, depreciation schedules, wire transfers and evidencing the cash flow of the alleged investment; (iv) Any documents related to the proof of payment, by AEnergy for the freight costs and for the shipping costs, notably invoices and the wire transfer documents; (v) Any document related to the historical financial data from Claimant/AEnergy showing any actual finance costs incurred

174. As the Respondent asserts, without the evidence mentioned and the Claimant's actual damages, the Respondent is hindered in exercising its right of defense with respect to the method used by the Claimant to calculate those damages or in presenting a counterfactual assessment—for example, that, based on the available facts, the damages are either nonexistent or lower than the amount claimed by the Claimant.[107]

175. For these reasons, the Respondent maintains its Request Nos. 3, 5, 11 and 12.

3.12. The Claimant alleges that AEnergy has not been compensated for the damages claimed in this arbitration

176. The Claimant contends that the compensation sought in the settlement agreement between GE and AEnergy does not cover the damages claimed in the present arbitration.[108] As the Respondent has been unable to obtain authorization from GE to disclose the settlement agreement, the Respondent hereby withdraws Request No. 27.

***

177. In sum, the Respondent's Request for Document Production is intended to provide the Arbitral Tribunal with the evidence necessary to make informed findings of fact regarding: (i) the agreements entered into between GE and AEnergy; (ii) the Claimant's involvement in the forgery of the letters of intent and the kickback payments made by the Claimant to Mr. Wilson da Costa; and (iii) the fact that the Claimant has not suffered any damages.

107 SoD, pp. 155-163, §§551-574.
108 Claimant's Introduction to Objections, §§85-87.

Respectfully submitted on behalf of the Republic of Angola,

[signature]

Vieira de Almeida & Associados, Sociedade de Advogados SP RL

Mariana França Gouveia

Iñaki Carrera

Betyna Jaques

Mafalda Estácio

CFA Advogados, Lda.

Carlos Maria Feijó

Henrique Abecasis, Andresen Guimarães & Associados - Sociedade de Advogados, SP, RL

Henrique Abecasis

<table>
<tr><th colspan="3">Document Request No. 1</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Documents exchanged by AEnergy and GE regarding the negotiations of the Framework Agreement, in particular (but without limitation):
(i) Drafts of the Framework Agreement produced and exchanged during the negotiations;
(ii) Correspondence exchanged between AEnergy and GE's representatives and/or employees – including (but not limited to) Ricardo Machado, Jorge Morgado, Wilson da Costa, Willy Ireri and Getty Melaku – during the course of the negotiations through letters, emails, WhatsApp or any other communication mechanism used during the negotiations;
(iii) The agenda and minutes of meetings, and notes of discussions held between AEnergy and GE in the context of the negotiation of the Framework Agreement.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From 2013 until June 2016</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they clarify:
(i) The rationale for the exclusivity agreement between AEnergy and GE for turbine supply to Angola;
(ii) The terms of AEnergy's role as an intermediary between GE and Angola;
(iii) The basis for the agreed number of turbines that AEnergy had to acquire from GE and subsequently sell to the Respondent;
(iv) The connection between the Framework Agreement and the projects listed in its Exhibit 1 which are covered by the Facility Agreement;
(v) That, contrary to the Claimant's assertion on</td><td>R:
(i) The "rationale for the exclusivity agreement" becomes perfectly clear from the text of the Framework Agreement. Angola fails to explain how the requested documents might provide additional insight into such rationale.
(ii) Aenergy's role as GE's exclusive distributor is established in the Framework Agreement. If Aenergy acted as an intermediary, the Framework Agreement would reflect this – which it does not. Angola has</td><td></td></tr>
</table>

Soc, § 18, AEnergy was contractually obliged to acquire from GE and sell to Angola specific quantities of turbines in accordance with the commercial conditions agreed by GE and AEnergy. **M**: The documents are material to whether the Four Unsolicited Turbines constitute a protected investment under the BIT, in particular: (i) The negotiations of the Framework Agreement are key to understanding that the Claimant was intended to act solely as an intermediary between the seller (GE) and the buyer (Respondent), therefore not entailing a substantial contribution from the Claimant; (ii) The Claimant only committed to buying turbines from GE because he knew they would be sold to the Respondent, therefore not entailing a substantial contribution from the Claimant; (iii) The Claimant did not assume an investment risk regarding the payment of the turbines as, under the contract, the price would be paid by the Respondent; (iv) The Turbines do not meet the duration requirement to qualify as an investment.	not identified any terms that require clarification or how the requested documents might provide it. (iii) The Framework Agreement does not establish any obligation for Aenergy to acquire any turbines. It only contains terms on commercial advantages to Aenergy if it purchases a certain number of turbines (which is standard in distribution agreements). Angola fails to explain what it means by the "basis" it seeks to clarify or how negotiation documents – rather than the clear terms of the agreement itself – might help clarify such "basis". This is a fishing expedition. (iv) The connection between the Framework Agreement and Exhibit 1 projects is reflected in the agreement (C-38, recital G, p. 3: *"'Project' shall mean any power generation project in respect of which Equipment is sold under this Agreement per EXHIBIT 1* […]"). (v) Agreed contractual obligations are established in the Framework Agreement. Angola has not identified ambiguous contractual language requiring interpretation. (vi) It is unclear how the requested documents might establish that the duration requirement was not met (item M (iv) by Angola). **M:** Aenergy's alleged role as intermediary, the alleged knowledge that the turbines would be sold to Angola and the alleged fact that the price would ultimately be paid by Angola are not material to the outcome of the dispute. *See* section 2.1.1 above.	
Reference in Memorial		
SoC, p.4, §§16, 18-20; SoD, pp. 8-10, §§35-40; pp. 55-61, §§ 209-214, 219, 222-227; C-0038.		
R3: Not in possession of requesting Party (max. 100 words)		
<u>Requesting Party</u>	**<u>Requested Party</u>**	**<u>Tribunal</u>**
The documents are not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control given that the Claimant was not only deeply involved in negotiating the		

Framework Agreement but also signed the contract on behalf of AEnergy. In any event, the documents are most likely within the Claimant's possession, custody, or control, as the Claimant exercises control over AEnergy since its inception.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
Production is unreasonably burdensome. Many years have passed since the negotiations took place. Aenergy's relevant employees are no longer working for the company, and their files are difficult to recover. Categories (ii) and (iii) are particularly difficult (and probably even impossible) to gather.	The Claimant has adopted an unreasonably narrow view of its obligations to conduct a reasonable search and produce responsive documents. Additionally, its objection lacks the specificity required to sustain a burdensome claim. First, the requested documents were likely already collected during the American proceedings, meaning they should be readily accessible, and the incremental burden of production is low. Where materials have been identified and preserved previously, producing responsive documents is part of a reasonable search and response. Second, even if these specific documents were not gathered for the American proceedings, their production would still not be unreasonably burdensome as the request is targeted and proportionate to the needs of the case. In fact, the requested documents are limited in scope and confined to a specified timeframe. The Claimant has not explained why exactly the files would be difficult or "even impossible" to gather, as is required to sustain an unreasonable burdensome objection. Even if certain employees are no longer working for AEnergy, the communications exchanged through the company's channels are typically stored in	

	back-up tapes or in electronic archives, which the Claimant does not deny, as this is the standard keeping of documents in a company. Therefore, to the extent that the documents are in the Claimant's possession, custody or control, they should not be unreasonably burdensome nor expensive for the Claimant to produce. Even if, arguendo, the Claimant contends it lacks straightforward access to these documents, burden alone does not suffice to defeat a request. This burden must be weighed against the relevance and materiality of the documents. Additionally, where the amount in controversy and the importance of the issues is high, proportionality correspondingly reduces the force of a burdensomeness objection. The relevance and materiality assessment concerns the utility of the requested documents to issues in dispute, not a merits determination at the production stage. The Respondent's jurisdictional objection is based on whether the Four Unsolicited Turbines qualify as a protected investment. As such, as previously explained in R2, the documents evidencing the negotiations between AEnergy and GE are crucial to understanding AEnergy's role in the transactions as a mere intermediary and thus to the jurisdictional claim posed by the Respondent. The Claimant must not object to this claim, but to the usefulness of the requested documents for its proof – which it does not do, instead resorting to generalized burden assertions, which are insufficient. All in all, given the documents' high probative value and the lack of a substantiated, disproportionate burden, the Respondent respectfully maintains its request for production.	
O3: Loss or destruction (max. 100 words)		

Requested Party	Requesting Party	Tribunal
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 1 is partially granted by the Tribunal as the production shall be limited to item (i) [i.e. drafts of the Framework Agreement produced and exchanged during the negotiations] and a narrower scope of item (ii) [i.e. correspondence accompanying/responding/commenting on the drafts of the Framework Agreement].		

<table>
<tr><th colspan="3">Document Request No. 2</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>All the Amendments to the Framework Agreement entered into between AEnergy and GE.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From June 2016 until 2019</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The documents are relevant because they would clarify the terms of the contractual relationship between AEnergy and GE, as set out in the Framework Agreement, as well as AEnergy's rights and obligations under that contract.

M: The documents are material to the outcome of the case because the specific conditions of the acquisition of the TM2500 turbines set forth in the Framework Agreement, including its amendments, will corroborate the Respondent's assertion that the Four Unsolicited Turbines do not constitute a protected investment since:
(i) The complete terms of the Framework Agreement, including its Amendments, are key to understanding that the Claimant was intended to act solely as an intermediary between the seller (GE) and the buyer (Respondent), therefore not entailing a substantial contribution from the Claimant;
(ii) The Claimant only committed to buying turbines from GE because he knew they would be sold to the Respondent, therefore not entailing a substantial contribution from the Claimant;
(iii) The Claimant did not assume an investment risk regarding the payment of the turbines as, under the terms of the contract, the price would be paid by the Respondent;</td><td>The Claimant refers to the reasons provided in R2 of Document Request No. 1 (in particular, sections R (i) and M).

In addition, pertaining to relevance, it is unclear how the amendments to the Framework Agreement would show that "the Four Unsolicited Turbines were acquired with the Respondent's financing, rather than with AEnergy's own funds". See section 2.1, in particular, ¶¶71-80 above.</td><td></td></tr>
</table>

(iv) The complete terms of the Framework Agreement will most likely corroborate that the Four Unsolicited Turbines do not meet the duration of the investment requirement. Additionally, they will also demonstrate that the Claimant did not endure any damages out of the Respondent's actions since the Four Unsolicited Turbines were acquired with the Respondent's financing, rather than with AEnergy's own funds.		
Reference in Memorial		
SoC, p.4, §§16, 18-20; SoD, pp. 8-12, §§35-48; pp. 55-61, §§209-214, 219, 222-227; C-0038.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the possession, custody or control of the Respondent. The Respondent has reasonable belief that the documents are in the possession custody or control of the Claimant, since he was deeply involved in the negotiations of the Framework Agreement. In any case, these documents are most likely in his possession, custody or control, as the Claimant is AEnergy's sole shareholder.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**

O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 2 is granted by the Tribunal.		

<table>
<tr><th colspan="3">Document Request No. 3</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Documents exchanged by AEnergy and GE regarding the negotiations of the four Supply Contracts[109] concluded with GE, in particular (but without limitation):
(i) Drafts of the Supply Contracts produced and exchanged during the negotiations;
(ii) Correspondence exchanged between AEnergy and GE's representatives and/or employees – including (but not limited to) Ricardo Machado, Jorge Morgado, Wilson da Costa, Willy Ireri and Getty Melaku – during the course of the negotiations through letters, emails, WhatsApp or any other communication mechanism used during the negotiations;
(iii) The agenda and minutes of meetings, and notes of discussions held between AEnergy and GE in the context of the negotiation of the Supply Agreements.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From 2016 until 2017</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The documents are relevant because they would clarify the terms of the contractual relationship between AEnergy and GE, as set out in the Supply Agreements, including AEnergy's rights and obligations under the contract, namely AEnergy's commitment to purchasing a total of 14 turbines.

M: The documents are material to the outcome of the case because the specific conditions of the acquisition</td><td>The Claimant refers to the reasons provided in R2 of Document Request No 1 (in particular, section R (iii)).

R: In addition, the "terms of the contractual relationship between AEnergy and GE, as set out in the Supply Agreements" are perfectly clear from the text of the Supply Agreements. Angola has not explained</td><td></td></tr>
</table>

[109] **R-0038**, Supply Contract 1, dated 29 June 2016; **C-0041**, Supply Contract 2, dated 30 March 2017; **R-0039**, Supply Contract 3, dated 2 June 2017; **R-0040**, Supply Contract 4, dated 30 June 2017

of the TM2500 turbines set forth in the Supply Agreements corroborate the Respondent's assertion that the mismatch between the number of turbines which the Claimant committed to buying from GE and the ones sold to Angola was the basis for the Claimant's conduct in forging and submitting the Forged Letters to allow the payment for the Four Unsolicited Turbines through the Facility Agreement.	which terms of the Supply Agreements are ambiguous or require clarification and how the negotiation documents might provide additional insight into any such terms. Angola already has the Supply Agreements and needs nothing else to corroborate the "*specific conditions of the acquisition of the TM2500 turbines set forth in the Supply Agreements*".	
Reference in Memorial		
SoD, pp. 8-12 §§37-49 and pp. 55-61, §§35-49; R-0042, pp.14- 15 § 42; R-0038, R-0039, R-0040.	**M**: Any disparity in the number of turbines sold by GE to Aenergy and those sold by Aenergy to Angola is not material to the outcome of the case. *See* section 2.1, in particular, ¶¶31-44; 55-58 above.	
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the possession, custody or control of the Respondent. The Respondent has reasonable belief that the documents are in the possession custody or control of the Claimant, because AEnergy is a part of the Supply Contract thus participated in the negotiations of the contracts, whilst the Respondent is not a Party to and the Claimant controls AEnergy since its inception.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
Production is unreasonably burdensome. Many years have passed since the negotiations took place. Aenergy's relevant employees are no longer working for the company, and their files are difficult to recover. Categories (ii) and (iii) are particularly difficult (and probably even impossible) to gather.	The Respondent refers to the reasons provided in O2 of Document Request No 1.	
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
Any discussions between Aenergy and GE concerning their commercial relationship are subject to commercial confidentiality. Negotiation exchanges frequently contain commercially sensitive information, which is not necessarily reflected in the final agreements, including confidential financial plans, pricing structures, profit margins, strategic business considerations, and other proprietary commercial data. The disclosure of such information could prejudice the legitimate commercial interests of the parties involved and compromise the confidentiality that is essential to conducting business negotiations in good faith. Accordingly, such documents should remain protected.	The Claimant must not look at Article 9(2)(e) of the IBA Rules as a blanket bar. Quite on the contrary, this provision contemplates confidentiality being managed. A request must not be denied simply due to the fact that certain documents might contain sensitive commercial information, as those documents are frequently the ones with the highest probative value, thus being highly relevant and material. As such, even if the documents contain commercially sensitive information, the Tribunal must balance the need of the documents against the specific confidentiality interest. As mentioned above in R2, the requested documents are highly relevant and material for the outcome of this case, as the mismatch between the number of turbines which the Claimant committed to buying from GE and the number that they were actually able to sell to Angola was the motivation for the Claimant's fraudulent conduct. Accordingly, the fraudulent acquisition of the Four Unsolicited Turbines with Angola's funds is one of the crucial basis of the Respondent's claim that this Tribunal lacks jurisdiction as the Four Unsolicited Turbines are not a protected investment under the BIT, as they were obtained through fraud. In addition, documents pertaining to "*financial plans, pricing structures, profit margins*" are essential to demonstrate that the Claimant has suffered no damages, or damages in an amount lower than alleged, as further detailed in Request No. 5.	

	The Claimant must not object to this claim, but to the usefulness of the requested documents for its proof – which it does not do, instead resorting yet again to inappropriate allegations on the Respondent's claim. As such, in spite of potentially containing sensitive commercial information (*quod non*), the requested documents should be produced as they are crucial to fully understand AEnergy's obligations towards GE, since, as the Claimant itself recognizes, some aspects of the transactions are not reflected in the final Supply Contracts. Additionally, the potential commercial information on these documents is not particularly sensitive and the harm from its disclosure is merely speculative. First of all, Angola is in no way AEnergy's competitor in the energy market and thus has no interest in the strategic business considerations. Secondly, even the Claimant does not seem to be particularly concerned about the disclosure of documents with commercial information. See, for example, Exhibit R-0119, a document publicly available in the proceedings initiated by AEnergy against Angola in the District Court of the Southern District of New York, which contains sensitive negotiation strategies and reference to particular aspects of GE and AEnergy's business relationship, such as the escrow accounts and the side letters. Furthermore, even in the current stage of these proceedings, the Claimant has filed Exhibit C-44, a document containing Angola's highly sensitive and privilege information, thus evidencing an incomprehensible double standard in what pertains the protection of the confidential information. All in all, the information is clearly not sufficiently sensitive, and the Claimant fails	

	to provide a detailed rationale on how the disclosure of the documents between the Parties of this arbitration would be harmful. As such, considering the high value of the requested documents against the speculative confidentiality interests argued by the Claimant, the Respondent maintains its request for the production of these documents.	
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 3 is partially granted by the Tribunal as the production shall be limited to item (i) [i.e. drafts of the Supply Contracts produced and exchanged during the negotiations] and a narrower scope of item (ii) [i.e. correspondence accompanying/responding/commenting on the drafts of the Supply Contracts].		

<table>
<tr><th colspan="3">Document Request No. 4</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Documents exchanged by AEnergy and GE concerning the agreement entered into between the parties stating that AEnergy only had to pay the turbines once Angola complied with its own payment obligations, in particular:
(i) Correspondence exchanged between AEnergy and GE's representatives and/or employees – including (without limitation) Ricardo Machado, Jorge Morgado, Wilson da Costa, Willy Ireri and Getty Melaku – concerning this agreement through letters, emails, WhatsApp or any other communication mechanism used;
(ii) The agenda, minutes, and notes of the discussions and meetings held between AEnergy and GE related to this agreement.</td><td rowspan="3">The Claimant objects to this request.

No responsive documents exist, as there was only a tacit understanding that GE would voluntarily refrain from demanding payment until Angola paid Aenergy. See ¶¶38-44 above.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From 2013 until December 2017</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The documents are relevant because they would clarify the agreed-upon terms for the Framework Agreement and the Supply Contracts entered into between AEnergy and GE.

M: The documents are material to the outcome of the case because they corroborate the Respondent's claim that the Four Unsolicited Turbines do not qualify as an investment.
Specifically, they would most likely emphasize that the Claimant, when acquiring the Four Unsolicited Turbines, did not:
(i) Make any substantial contribution, since he only had to pay for the Turbines once Angola fulfilled its payment obligations; nor
(ii) Make any substantial contribution, since the</td><td>R: The "agreed-upon terms for the Framework Agreement and the Supply Contracts" are perfectly clear from the text of those agreements. Angola has not explained which terms of the Supply Agreements are ambiguous or require clarification.

It is unclear how the requested documents would show that Aenergy did not make a substantial contribution or did not assume any risk. It is also unclear how these documents would show that the turbines</td><td></td></tr>
</table>

<table>
<tr><td>payments ought to be made with the funds made available by Angola upon the fulfilment of its payment obligations through the Facility Agreement; nor
(iii) Assume any investment risk, since he only had to pay for the Turbines once Angola fulfilled its payment obligations.
Additionally, they will also demonstrate that the Claimant did not endure any damages out of the Respondent's actions since the Four Unsolicited Turbines were acquired with the Respondent's financing, rather than with AEnergy's own funds.</td><td rowspan="2">were acquired with the Respondent's resources rather than Aenergy's.

M: The deferral of payment under the Supply Contracts, and the fact that the price would ultimately be paid with funds owed by Angola are not material to the outcome of the dispute. See section 2.1, in particular, ¶¶38-44 and 71-76; section 2.2Error! Reference source not found., in particular, ¶84 above.</td><td rowspan="2"></td></tr>
<tr><td>Reference in Memorial</td></tr>
<tr><td>SoC, p.4, §§16, 18-20; SoD, pp. 8-12 and pp. 55-61, §§35-48, 209-214, 222-227; R-0042, p.13, § 40</td></tr>
<tr><td colspan="3">R3: Not in possession of requesting Party (max. 100 words)</td></tr>
<tr><td><u>Requesting Party</u></td><td><u>Requested Party</u></td><td><u>Tribunal</u></td></tr>
<tr><td>The documents are not in the possession, custody or control of the Respondent. The Respondent has reasonable belief that the documents are in the possession custody or control of the Claimant, since he was deeply involved in the negotiations of the Framework Agreement. In any case, these documents are most likely in his possession, custody or control, as the Claimant is AEnergy's sole shareholder.</td><td>No responsive documents exist. See R1 above.</td><td></td></tr>
<tr><td colspan="3">O1: Legal or settlement privilege (max. 250 words)</td></tr>
<tr><td><u>Requested Party</u></td><td><u>Requesting Party</u></td><td><u>Tribunal</u></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="3">O2: Production is unreasonably burdensome (max. 200 words)</td></tr>
<tr><td><u>Requested Party</u></td><td><u>Requesting Party</u></td><td><u>Tribunal</u></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="3">O3: Loss or destruction (max. 100 words)</td></tr>
<tr><td><u>Requested Party</u></td><td><u>Requesting Party</u></td><td><u>Tribunal</u></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>

O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 4 is denied by the Tribunal since the Claimant has indicated that no documents exist in response to this request.		

<table>
<tr><th colspan="3">Document Request No. 5</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Documents which concern the origin of the funds used for the payment of the Four Unsolicited Turbines, notably documents that demonstrate that AEnergy used it owns funds, such as:
(i) Bank Statements from AEnergy and the Claimant evidencing the cash flow of the alleged investment;
(ii) Accounting records/financial Statements of AEnergy (including balance sheets, trial balance, income statements, auditor's report, cash flow statements, tax filings and statements of equity);
(iii) Any documents related to the proof of payment, by AEnergy, for the Four Unsolicited Turbines, notably property, plant, and equipment lists, depreciation schedules, wire transfers and evidencing the cash flow of the alleged investment;
(iv) Any documents related to the proof of payment, by AEnergy for the freight costs and for the shipping costs, notably invoices and the wire transfer documents;
(v) Any document related to the historical financial data from Claimant/AEnergy showing any actual finance costs incurred.</td><td rowspan="3">The Claimant objects to this request.

It is overly broad and encompasses a vast array of documents spanning a nine-year period, ranging from income statements to any document related to proof of payment in general.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From 2012 to 2021.</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant as they allow to demonstrate that the Claimant has functioned as a mere intermediary in this transaction. The Claimant has never paid the price of the Turbines but instead these were paid by manipulation of the terms of the Facility Agreement concluded between the Respondent and GE, through side letters, escrow</td><td>R: Angola's explanation is incomprehensible. The requested documents are evidently inadequate to demonstrate that the Claimant has functioned as a mere intermediary in this transaction or that the Claimant has never paid the price of the Turbines but that</td><td></td></tr>
</table>

accounts and communications exchanged solely between AEnergy and GE. **M:** The requested documents are material to the outcome of the dispute since they allow to demonstrate that the transaction does not meet the necessary requirements to be considered an investment. Specifically, they would most likely emphasize that, when acquiring the Four Unsolicited Turbines, the Claimant: (i) Did not make any substantial contribution, since AEnergy did not acquire the Four Unsolicited Turbines with its own funds, but rather with the Respondent's funds through the Facility Agreement; (ii) Did not assume any investment risk with regards to the payment of the price, since AEnergy did not acquire the Turbines with its own funds. Additionally, the requested documents show that the Claimant suffered no damages. The Claimant's damage analysis is flawed because it relies on an incorrect valuation method, limited/conflicting information, estimates rather than actual financials, unsupported data drawn largely from internal drafts and an interest rate not supported by contemporaneous records. Without these elements is not possible to assess the historic cost of the alleged investment Finally, the requested documents also evidence the Claimant's fraud in adding the Four Unsolicited Turbines to the agreements without the Respondent's knowledge or consent by forging documents that misrepresented the Respondent's intent.	"*these were paid by manipulation of the terms of the Facility Agreement concluded between the Respondent and GE, through side letters, escrow accounts and communications exchanged solely between Aenergy and GE*". Indeed, the Respondent's request does not constitute a genuine request but a disguised allegation that the requested documents do not exist. The Respondent's objective is to establish that Mr Machado did not use his own funds to purchase the Four Turbines. However, there were advance payments made by Aenergy (C-43, p. 3) before the Facility Agreement was signed and, as for the remaining funds, it is admitted that payments to GE were made through the amounts received under the 13 Contracts. *See* ¶¶70-75 above. It is unclear what the Respondent means by its statement that the requested documents evidence the alleged fraud "*in adding the Four Unsolicited Turbines to the agreements*" or how these documents would prove this alleged fact. It is undisputed that the Four Turbines were never added to the 13 Contracts and thus not financed under the Facility Agreement. *See* ¶¶69-75 above. It is also unclear how the requested documents could possibly show that the Claimant suffered no damages. The documents are unrelated to the Respondents criticism of the Claimant's damage analysis. **M:** Aenergy's alleged role as intermediary and the alleged fact that Aenergy did not acquire the Four Turbines with its own funds are not material to the outcome of the dispute. *See* section 2.1**Error! Reference source not found.**, in particular ¶¶31-34 and 70-75 above.	
Reference in Memorial		
SoD, pp. 8-10, §§48-50; pp. 55-61, §§223-226; pp. 157-159, §§559,561-562; p. 164, §581; HKA Report §§ 21, §35, §36, §41, §§97-98,§103, §119,§120, §§126-127, §141.		

R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the possession, custody or control of the Respondent. The Respondent has reasonable belief that the documents are in the possession custody or control of the Claimant since he is AEnergy's sole shareholder, and he claims to have used AEnergy's funds to pay for the unsolicited turbines.	The Respondent's statement of its reasonable belief is manifestly incorrect as the underlying basis of its request is that Mr Machado did not actually use his own funds to purchase the Four Turbines and thus it does not believe that these documents exist.	
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
	The Respondent notes that in R1, the Claimant objects to this request as he considers it to be "overly broad" as the request encompasses a vast array of documents spanning a nine-year period, ranging from income statements to any document related to proof of payment in general. That broadness allegation is a concealed way of alleging that the Respondent's request is unreasonably burdensome. Therefore, the Respondent hereby responds to such an objection. Although the request covers a nine-year period, its scope is very specific: "*Documents concerning the origin of the funds used for the payment of the Four Unsolicited Turbines, notably those demonstrating that AEnergy used its own funds*." Therefore, the request should be granted.	
O3: Loss or destruction (max. 100 words)		

Requested Party	Requesting Party	Tribunal
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 5 is granted.		

<table>
<tr><th colspan="3">Document Request No. 6</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The documents relating to GE/GE Capital's realization that the 13 Contracts entered into by AEnergy and MINEA contemplated the acquisition of only eight turbines instead of the expected twelve, including (without limitation):
(i) All correspondence exchanged by the Claimant and AEnergy's employees/ representatives, including Mr. Morgado and Mr Ivo Pizzarro, and GE Capital and GE's employees/representatives, including Mr. Brad Galvin. Mr. Strazik, Mr. Jain, Mr. Kurada, Mr. Mastrangelo, Mr. Wilson da Costa, Mr. Paolo Marone;
(ii) Agenda, minutes or notes of meetings held between the Claimant and/or AEnergy's employees/representatives and GE Capital and GE's employees/representatives.</td><td rowspan="3">The Claimant objects to this request.

It is overly broad.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From June 2017 until 31 December 2017</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow for the demonstration of:
(i) GE Capital's expectation that the contracts entered into by AEnergy and Angola would encompass at least 12 turbines;
(ii) GE Capital's demand that the Claimant and AEnergy persuad MINEA to amend the 13 Contracts in order to include Four Additional Turbines;
(iii) The funding restrictions imposed by GE Capital unless the Four Unsolicited Turbines were included in the contracts (specifically, the condition precedent to disbursement under the Facility Agreement).</td><td>R:
(i) It is undisputed that, once Mr da Costa showed GE Capital images of the forged letters, the latter was satisfied that Angola had made a binding commitment to purchase 12 turbines.
(ii) It is also undisputed that GE asked Aenergy that it seek amending the 13 Contracts to include the Four Turbines.
(iii) It is also undisputed that GE</td><td></td></tr>
</table>

M: The requested documents are material to the outcome of the case because they would help establish that the Claimant had no choice but to include the Four Unsolicited Turbines within the scope of the financing provided under the Facility Agreement (namely: contracts no. 7 and no. 11), regardless of Angola's knowledge or consent, even if doing so required resorting to illegal means, specifically fraud.	Capital would not proceed with the disbursement of the Facility Agreement unless Angola agreed to purchase 12 turbines. **M:** The Claimant's alleged motivation to commit fraud is not material to the outcome of the case. *See* section 2.1, in particular, ¶¶55-58 above.	
Reference in Memorial		
SoD, pp. 18-25, §§ 67-88; pp. 65-69, §§ 240-261; R-0036, p. 7; R-0043, p.4; R-0045, p. 5.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in of the Respondent's possession. The Respondent reasonably believes that they are in the Claimant's possession, custody or control as the Claimant was directly involved in the discussions with GE Capital and GE regarding this matter. In any case, the documents shall be deemed to be in the Claimant's custody as he is the controlling shareholder of AEnergy.	It is untrue that the requested documents are not in the Respondent's possession. Angola was directly involved in the discussions regarding this matter as it exchanged correspondence with GE Capital when they realized Angola had not committed to purchasing all 12 turbines. *See* ¶¶42, 58 above and C-44.	
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
	The Respondent notes that in R1, the Claimant objects to this request as he considers it to be "overly broad". That broadness allegation is a concealed way of alleging that the Respondent's request is unreasonably burdensome. Therefore, the Respondent hereby responds to such an objection. The request covers a small period of seven months, and its scope is very specific: "documents relating to GE/GE Capital's	

	realization that the 13 Contracts entered into by AEnergy and MINEA contemplated the acquisition of only eight turbines instead of the expected twelve". Therefore, the request should be granted.	
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 6 is denied by the Tribunal as it finds the request is overly broad.		

<table>
<tr><th colspan="3">Document Request No. 7</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Documents related to GE Capital's demand that AEnergy convince MINEA to amend the existing contracts to include the Four Unsolicited Turbines within the scope of those contracts, including (without limitation):
(i) All the correspondence exchanged by the Claimant and AEnergy's employees/ representatives, including Mr. Morgado and Mr Ivo Pizarro, and GE Capital and GE's employees/representatives, including Mr. Brad Galvin, Mr. Strazik, Mr. Jain, Mr. Kurada, Mr. Mastrangelo, Mr. Wilson da Costa, Mr. Paolo Marone;
(ii) Agenda, minutes or notes of meetings held between the Claimant and/or AEnergy's employees/representatives and GE Capital and GE's representatives;
(iii) Drafts of the amendments to the 13 Contracts entered into by AEnergy and MINEA, to be proposed by AEnergy to MINEA at GE Capital's demand.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From June 2017 until 31 December 2017</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow for the demonstration of:
(i) GE Capital's expectation that the contracts entered into by AEnergy and Angola would encompass at least 12 turbines;
(ii) GE Capital's demand that the Claimant and AEnergy persuaded MINEA to amend the contracts in order to include Four Additional Turbines;
(iii) The funding restrictions imposed by GE Capital unless the Four Additional Turbines were</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request No. 6.</td><td></td></tr>
</table>

included in the contracts (specifically, the condition precedent to disbursement under the Facility Agreement). **M**: The requested documents are material to the outcome of the case because they would help establish that the Claimant had no choice but to include the Four Unsolicited Turbines within the scope of the contracts with Angola, regardless of Angola's knowledge or consent, even if doing so required resorting to illegal means, specifically fraud.		
Reference in Memorial		
SoD, pp. 17-25 and 65-69, §§ 66-88, 240-261; R-0036, p. 7; R-0043, p.4; R-0045, p. 6		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession of the Respondent. The Respondent reasonably believes that they are in the Claimant's possession, custody or control as the Claimant was directly involved in the discussions with GE Capital and GE regarding this matter. In any case, the documents shall be deemed to be in the Claimant's custody as he is the controlling shareholder of AEnergy.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		

Requested Party	Requesting Party	Tribunal
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 7 is partially granted by the Tribunal as the production shall be limited to item (iii) [i.e. drafts of the amendments to the 13 Contracts entered into by AEnergy and MINEA, to be proposed by AEnergy to MINEA at GE Capital's demand] and a narrower scope of item (i) [i.e. correspondence accompanying/responding/commenting on the drafts of the amendments to the 13 Contracts].		

<table>
<tr><th colspan="3">Document Request No. 8</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The documents regarding the condition precedent set forth by GE Capital for the disbursement of the payments to AEnergy under the Facility Agreement – i.e., the inclusion of at least 12 turbines in the 13 Contracts with Angola. Specifically:
(i) GE Capital's internal presentation concerning the Fast Power Deal;
(ii) Correspondence exchanged between AEnergy, GE Capital and GE concerning this condition precedent, including letters, WhatsApp messages and any other messaging app used by the parties and/or their representatives and/or employees, including (but without limitation) Mr. Ricardo Machado, Mr. Jorge Morgado, Mr. Ivo Pizzaro, Mr. Wilson da Costa, Mr. Willy Ireri, Mr. Getty Melaku, Mr. Raghuveer Kurada;
(iii) Side Letters to the Supply Contract entered into by AEnergy and GE in order to address this matter;
(iv) Documentation regarding escrow accounts created in relation with the disbursement of funds from the Facility Agreement.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From June 2017 until 31 December 2018</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow for the demonstration of:
(i) GE Capital's expectation that the contracts entered into by AEnergy and Angola would encompass at least 12 turbines;
(ii) GE Capital's demand that the Claimant and AEnergy persuaded MINEA to amend the contracts in order to include the Four Unsolicited Turbines;</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request No. 6.

In addition, the Claimant puts forth the following:</td><td></td></tr>
</table>

(iii) The exact terms of the condition precedent set forth by GE Capital for the disbursement of the payments under the Facility Agreement; (iv) Angola's lack of knowledge of the condition precedent demanded by GE Capital. **M**: The requested documents are material to the outcome of the case because they would bear on establishing that the Claimant had no choice but to include the Four Unsolicited Turbines within the scope of the contracts with Angola, regardless of Angola's knowledge or consent. This led the Claimant to include the Four Unsolicited Turbines in the scope of the contracts through the forgery of the amendment letters, thereby committing fraud.	**R**: It is simply impossible to infer "*Angola's lack of knowledge of the condition precedent demanded by GE Capital*" from the requested documents. Indeed, it is a proven fact that Angola was well aware of this condition precedent (C-44).	
Reference in Memorial		
SoD, pp. 17-25 and 65-69, §§ 66-88, 240-261; R-0036, p. 7; R-0043, p.4; R-0045, p. 6; R-0053.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control given that the Claimant was directly involved in the discussions held between AEnergy, GE Capital and GE regarding the acquisition and financing of the TM2500 turbines. In any event, the documents are most likely within the Claimant's possession, custody, or control, as the Claimant is AEnergy's sole shareholder.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 8 is partially granted by the Tribunal as the production shall be limited to items (i) [i.e. GE Capital's internal presentation concerning the Fast Power Deal] and (iii) [i.e side Letters to the Supply Contract entered into by AEnergy and GE in order to address this matter].		

<table>
<tr><th colspan="3">Document Request No. 9</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Documents relating to AEnergy's reaction to GE Capital's decision to make the disbursement of funds under the Facility Agreement subject to the condition precedent that the Four Unsolicited Turbines be included in the 13 Contracts.
(i) The correspondence exchanged by AEnergy's representatives and/or employees, including (without limitation) the Claimant, Mr. Jorge Morgado and Mr. Ivo Pizarro as to GE Capital's decision to submit the disbursement of the funds to be provided under the Facility Agreement to the condition precedent, including letters, emails, WhatsApp messages and any other messaging app used.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From June 2017 until 31 December 2018</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they will clarify:
(i) The consequences that AEnergy would face in case it did not include the Four Unsolicited Turbines in the contracts entered into with Angola;
(ii) AEnergy and the Claimant's pressing need to unlock the financing under the Facility Agreement that was being withheld by GE Capital.
M: Exhibit R-0043, page 5, quotes the Final Award in the LCIA Arbitration, stating, in the Claimant's own words, that AEnergy needed to resolve the disbursement issue more than anyone. The requested documents are intended to clarify this statement and are material to the outcome of the dispute, as they would show that the Claimant had clear and strong motives to do everything in his power to include the</td><td>R: Document production is intended to prove alleged disputed facts, not to "clarify" issues. This is a fishing expedition. In any event, it is undisputed that Mr Machado / Aenergy would have preferred that the Four Turbines were included in the financing, although this of course does not imply that Mr Machado / Aenergy committed fraud to achieve this. See ¶61 above.

M: The Claimant's alleged motivation to commit fraud is not material to the outcome of the case. See section 2.1Error! Reference source not found., in particular, ¶¶55-58 above.</td><td></td></tr>
</table>

Four Unsolicited Turbines in the financing provided under the Facility Agreement through the contracts concluded with the Respondent (namely: contracts no. 7 and no. 11 , including actively participating in the fabrication of the Forged Letters. Consequently, the requested documents are material to demonstrate that the Claimant's investment was obtained through fraud and unlawful schemes.		
Reference in Memorial		
SoD, pp. 17-25 and 65-69, §§ 66-88, 240-261; R-0036, p. 7; R-0043, p.5; R-0045, p. 5.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The Respondent does not have the documents in its possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control. According to the Claimant's own words, reproduced on page 5 of Exhibit R-0043, AEnergy had the greatest need to resolve the condition precedent imposed by GE Capital for the disbursement of financing. It is therefore reasonable to infer that the Claimant—AEnergy's founder, controlling shareholder, and CEO at the time—has access to these documents.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		

Requested Party	Requesting Party	Tribunal
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 9 is denied by the Tribunal as it finds that the request is overly broad.		

<table>
<tr><th colspan="3">Document Request No. 10</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>In the context of AEnergy's, GE's and GE Capital's efforts to persuade the Respondent to amend the 13 Contracts to include the Four Unsolicited Turbines, PRODEL and ENDE sent two non-binding letters to AEnergy on 12 October 2017, setting out Angola's position on the proposed amendments (R-0007 and R-0008).

Accordingly, the Respondent hereby requests the production of any communications by the Claimant or any other AEnergy employee or representative in which those non-binding letters were shared with:
(i) any GE Africa/Angola employee or representative, including without limitation Mr. Wilson da Costa and Mr. Leslie Nelson;
(ii) any GE Capital employee or representative;
(iii) any other GE employee or representative.</td><td rowspan="3">The Claimant objects to this request.

No responsive documents exist. The original Letters of Intent signed by Angola were delivered to Wilson da Costa in paper copy in Aenergy´s offices and were not sent by other means of communications by the Claimant or any other Aenergy employee or representative.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>October 2017</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they show that the Claimant and AEnergy failed to persuade the Respondent to amend the 13 Contracts (namely: contracts no. 7 and no. 11) to include the Four Unsolicited Turbines. They are also essential to understanding GE and GE Capital's reactions to the issuance of non-binding letters by PRODEL and ENDE. Specifically, they will demonstrate that the involved parties were aware that the non-binding letters did not suffice to include the Four Unsolicited Turbines in the Facility Agreement. Finally, they are relevant because they will help clarify the sequence between the non-binding letters and the Forged Letters, all issued on the same day.</td><td>R: It is undisputed that Angola never amended the 13 Contracts.

GE and GE Capital's reactions to Angola's letters cannot be evidenced by the documents requested (which are communications by the Claimant / Aenergy sharing letters by PRODEL and ENDE). In any event, the Respondent needs to point at a specific factual allegation it wishes to prove. The mere seeking of "understanding" is insufficient and renders the request a fishing expedition.</td><td></td></tr>
</table>

M: The requested documents are material because they demonstrate that the Claimant and AEnergy had no option but to amend the contracts entered into with the Respondent and had to escalate their attempts to bring the Four Unsolicited Turbines within the scope of the contracts with Angola. This escalation constitutes the motive for the Claimant's active participation in the forgery of the Forged Letters and further corroborates that his investment was procured through fraud and unlawful schemes. **Reference in Memorial** SoD, p. 18, § 68, 228-261; R-0006, § 103; R-0006; R-0007; R-0008; R-0009; R-0010	It is unclear who the Respondent refers to by "*the involved parties*". The sequence of events between the non-binding letters and the Forged Letters is irrelevant to the dispute. In any event, again, the Respondent needs to point at a specific factual allegation it wishes to prove. An unspecified request for "clarification" is insufficient and constitutes a fishing expedition. **M:** The Claimant's alleged motivation to commit fraud is not material to the outcome of the case. *See* section 2.1, in particular, ¶¶55-58 above.	
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession, custody or control of the Respondent. The Respondent reasonably believes that they are in the Claimant's possession, custody or control as the Claimant was directly involved in the discussions with GE Capital and GE regarding this matter. In any case, the documents shall be deemed to be in the Claimant's custody as he is the controlling shareholder of AEnergy.	*See* R1 above.	
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		

Requested Party	Requesting Party	Tribunal
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 10 is denied by the Tribunal since the Claimant has indicated that no documents exist in response to this request.		

Document Request No. 11		
R1: Description of requested Documents (max. 200 words)		
Requesting Party	**Requested Party**	**Tribunal**
The following documents regarding the payment of the Four Unsolicited Turbines through the Facility Agreement and directly to GE: (i) Proof of disbursement from GE Capital; (ii) Proof of the transfer of the funds from GE Capital to AEnergy; (iii) Correspondence exchanged between AEnergy's representatives and/or employees to GE Capital or GE with regards to the allocation of funds from the Facility Agreement through emails, letters, WhatsApp messages or any other messaging app used; (iv) Correspondence exchanged between AEnergy and GE Capital regarding the utilisation request from 24 December 2017 and its addendum from 28 December 2017 including emails, letters, WhatsApp messages or any other messaging app used, any communications between; (v) Side letters entered into between AEnergy and GE used to formalize the disbursement process; (vi) The drafts of the abovementioned side letters exchanged between AEnergy and GE.	The Claimant objects to this request.	
Time frame of issuance		
During the year of 2017.		
R2: Relevance and materiality (max. 250 words)		
Requesting Party	**Requested Party**	**Tribunal**
R: The requested documents are relevant because they will clarify: (i) That the payment of the Turbines was concluded with resort to the funds obtained through the Facility Agreement and paid directly to GE; (ii) That the Claimant did not use any funds from AEnergy to pay for the acquisition of the	**R:** (i) It is undisputed that the Facility Agreement provided that money would be directly paid to GE for the Supply Contracts. This was agreed with Angola in the Facility Agreement (R-52, clause 3.1 "Purpose" and Schedule 6). (i) The turbines were acquired with	

turbines. **M:** The requested documents are material to the outcome of the dispute as they will demonstrate that as the Claimant recognizes (…) "*the Supply Contracts would only be paid off once Angola drew the 1.1. billion facility* (…)". (R-0037, p. 13, § 42). The documents will demonstrate that it was only after receiving the funds from the Facility Agreement that AEnergy was required to fulfil its own payment obligation. Additionally, the documents will demonstrate that after the disbursement, the payment of the turbines was concluded directly between GE and AEnergy without the interference of the Respondent. Finally, the requested documents show that the Claimant did not commit any of AEnergy's resources into the payment of the turbines. As such, the acquisition of the turbines does not meet the requirements of an investment, since the Claimant: (i) Did not make any substantial contribution; (ii) Did not assume any investment risk with regards to the payment of the price. Consequently, the evidence also demonstrates that the Claimant did not suffer any of the alleged damages claimed.	Aenergy's funds. Money paid by Angola to GE entities to settle a debt Angola has with Aenergy is still Aenergy's money. Additionally, Aenergy paid 60 million USD directly as an advance (C-43, p. 3: "*$60M has already been paid by AE as advance*"). **M:** The requested documents are not material to the outcome of the dispute. The fact that funds received under one contract were used to pay for products under another contract has no bearing on contribution and investment risk. *See* section 2.1, in particular, ¶¶31-44 and 71-75 above.	
Reference in Memorial (paras.)		
SoD, § 47, 48, 49,94, 207 – 214, 220 – 227; R-0005, R-0037.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The Respondent is not in possession, custody, or control of the requested documents as the Respondent was not a part in the changes made to the use of the funds received from GE Capital. The Respondent reasonably believes they are in the Claimant's possession, custody, or control as the agreement regarding the allocation of the funds was concluded between the Claimant and GE, without the intervention of the Respondent. In any event, as the obligation to pay for the Four Unsolicited Turbines ultimately belonged to the Claimant, it is foreseeable that Claimant is in possession of the documents which proof that the payment was settled.		
O1: Legal or settlement privilege (max. 250 words)		

Requested Party	Requesting Party	Tribunal
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 11 is partially granted by the Tribunal as the production shall be limited to items (i) [i.e. proof of disbursement from GE Capital], (ii) [i.e. proof of the transfer of the funds from GE Capital to AEnergy], (v) [i.e. side letters entered into between AEnergy and GE used to formalize the disbursement process] and (vi) [i.e. drafts of the above-mentioned side letters exchanged between AEnergy and GE].		

<table>
<tr><th colspan="3">Document Request No. 12</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The documents concerning the agreements concluded between GE and the Claimant/AEnergy with regards to the amendment of the payment terms namely related to the disbursement of 664 MUSD by the end of 2017, including but not limited to:
(i) Any correspondence exchanged between the representatives of AEnergy, (primarily Mr. Ricardo Machado and Mr. Jorge Morgado) and GE (primarily Mr. Willy Ireri, Mr. Getty Melaku and Mr Wilson da Costa), including emails, letters, WhatsApp messages and any other messaging apps;
(ii) Any minutes, documentation or drafts exchanged by the parties related to the amendments of the 13 Contracts;
(iii) Correspondence sent between representatives of AEnergy and GE with regards to the allocation of funds under the second disbursement including emails, letters, WhatsApp messages or any other messaging apps;
(iv) Exhibits C-28 to C-37 of the LCIA arbitration with regards to the amendments of the payment terms concluded between AEnergy and GE.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>2017 to mid-year 2018</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they will clarify:
(i) That the Claimant and GE negotiated amendments to the original payment terms agreed with regards to the allocation of the 644 MUSD that the Respondent had received from GE Capital.</td><td>R:
(i) It is undisputed that the Claimant and GE amended the original allocation of funds, because Angola withdrew a smaller amount than the total originally envisaged in the Facility Agreement (i.e., Invoice Summary, R-</td><td></td></tr>
</table>

(ii) That the payment of the turbines was concluded with resort to the funds obtained through the Facility Agreement and paid directly to GE; (iii) That the Claimant did not use any funds from AEnergy to pay for the acquisition of the turbines; (iv) That AEnergy and GE concluded several agreements with regards to the allocation of funds from the Facility Agreement without the intervention of the Respondent. **M**: The requested documents are material to the outcome of the dispute because they demonstrate that the Four Unsolicited Turbines do not meet the necessary requirements to be considered an investment. Specifically, they emphasize that the Claimant, when acquiring the Four Unsolicited Turbines: (i) Did not make any substantial contribution since he used the Respondent's funds disbursed through the Facility Agreement to pay them; and (ii) Did not assume any investment risk with regards to the payment of the price. Consequently, the evidence also demonstrates that the Claimant did not suffer any of the alleged damages claimed Finally, the requested documents also demonstrate the Claimant's fraudulent conduct in including the Four Unsolicited turbines in the scope of the agreements without the Respondent's knowledge or consent.	5). *See* ¶¶74-76. (ii) It is undisputed that the payment of the turbines was concluded with resort to the funds obtained through the Facility Agreement and paid directly to GE. (iii) The turbines were acquired with Aenergy's funds. Money paid by Angola to GE entities to settle a debt Angola has with Aenergy is still Aenergy's money. Additionally, Aenergy paid 60 million USD directly as an advance (C-43, p. 3: "*$60M has already been paid by AE as advance*"). (iv) The allocation of funds is already reflected in the Facility Agreement (R-52, Schedule 6). A subsequent agreement was made to distribute the amounts of the first disbursement, which was less than the amounts foreseen in Schedule 6 of the Facility Agreement. Because of this, an adaptation had to be made via the invoice summary (R-5; C-34). Indeed, Angola participated in the amendment of the allocation of funds (C-34). (v) It is incomprehensible how documents concerning agreements of payment terms between GE and the Claimant would demonstrate that Mr Machado included "*the Four Unsolicited turbines in the scope of the agreements without the Respondent's knowledge or consent*". **M:** The requested documents are not material to the outcome of the dispute. The fact that funds received under one contract were used to pay for products under another contract has no bearing on contribution and investment risk. Nor is it clear how "consequently" this demonstrates that the Claimant suffered no damages. *See* section 2.1, in particular, ¶¶31-44 and 71-75; section 2.2 above.	
Reference in Memorial		
SoD, p. 12 §48, pp. 56-57 §§210-214, pp. 65-68 §§240-251; R-037 pp. 13-19 §§44-47; R-0053.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**

The Respondent is not in possession, custody, or control of the requested documents as the Respondent was not a part in the negotiation of the contractual amendments which allowed for the allocation of the funds received from GE Capital. The Respondent reasonably believes it is in the Claimant's possession, custody, or control as the agreement regarding the allocation of funds was concluded between the Claimant and GE, without the intervention of the Respondent.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

Tribunal's Decision
The Respondent's request No. 12 is denied by the Tribunal as it finds that the request is overly broad and, regarding item (iv), that relevance to the case has not been demonstrated.

Document Request No. 13		
R1: Description of requested Documents (max. 200 words)		
Requesting Party	**Requested Party**	**Tribunal**
The following documents concerning the amendment of the Supply Contracts "*to facilitate the overall transactions among AE, GE and Angola*" to align the payments terms in these contracts to those in the AE-Angolan contracts: (i) Any correspondence exchanged between the representatives of AEnergy, (primarily Ricardo Machado and Jorge Morgado) GE (primarily Willy Ireri and Getty Melaku), including emails, letters, WhatsApp messages or any other messaging apps; (ii) Any documentation or drafts exchanged by the parties related to the amendments to the Supply Contracts; (iii) Correspondence between AEnergy and GE with regards to the allocation of funds under the second disbursement; (iv) Exhibits C-34, C-35, C-36, C-37 of the LCIA Arbitration proceeding; (v) Side Letter of 19 July 2017; and (vi) Minutes of the meeting held between GE and the Claimant to discuss the amendments of the Supply Contracts, including (but without limitation) the meeting of 1 September 2017 between the Claimant, Mr. Morgado and GE.	The Claimant objects to this request. It is overly broad. The phrase "*to facilitate the overall transactions among AE, GE and Angola*" is impermissibly vague, rendering it unclear which documents might be responsive to the request.	
Time frame of issuance		
March 2017 to November 2018		
R2: Relevance and materiality (max. 250 words)		
Requesting Party	**Requested Party**	**Tribunal**
R: The requested documents are relevant because they will clarify that: (i) AEnergy and GE concluded several agreements regarding the allocation of funds from the Facility Agreement without Respondent's knowledge; (ii) The Claimant did not use any funds from	As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request No. 12. In addition, the Claimant puts forth the following:	

AEnergy to pay for the acquisition of the turbines; (iii) These new payment terms were not provided for in the Supply Contracts. This led the Claimant to amend the Supply Contracts to match the initial content of the contracts concluded between AEnergy and the Respondent. **M:** The requested documents are material since they demonstrate AEnergy's awareness of the condition precedent for the disbursement of the financing from the Facility Agreement. Since AEnergy did not have the necessary funds to pay for the turbines, it had no choice but to include the Four Unsolicited Turbines in the scope of the 13 Contracts. The requested documents also demonstrate that the transaction does not meet the necessary requirements to be considered an investment as the Claimant: (i) Did not make any substantial contribution; and (ii) Did not assume any investment risk with regards to the payment of the price. Additionally, the requested documents show that the Claimant's damages analysis is flawed because it relies on an incorrect valuation method, limited and conflicting information, estimates instead of actual financials, unsupported data drawn largely from internal drafts, and an interest rate not supported by contemporaneous records. Finally, the requested documents also evidence the Claimant's fraud in adding the Four Unsolicited Turbines to the agreements without the Respondent's knowledge or consent by forging documents that misrepresented the Respondent's intent.	**R:** When Angola paid GE with funds of the Facility Agreement, it knew that it was discharging a payment obligation it had towards Aenergy by cancelling Aenergy's payment obligations *vis-à-vis* GE. This was specifically foreseen in the Facility Agreement (R-52, clause 3.1 "Purpose" and Schedule 6). *See* ¶¶70-75 above. It is undisputed and irrelevant that GE and Aenergy amended the Supply Contracts. It is undisputed that Aenergy was aware of the condition precedent. *See* ¶58 above. Angola has not explained why these documents have anything to do with the inclusion of the Four Turbines in the scope of the 13 Contracts (which undisputedly never happened). *See* ¶69 above. Angola has not explained how these documents demonstrate anything related to contribution and risk. It is unclear how these documents relate in any way to the Claimant's damages analysis. Angola has not explained how these documents would "*evidence the Claimant's fraud*" and which "*agreements*" it is referring to. **M:** The requested documents are not material to the outcome of the dispute. The fact that funds received under one contract were used to pay for products under another contract has no bearing on contribution and investment risk. *See* section 2.1, in particular, ¶¶31-44 and 71-75 above.	
Reference in Memorial		
SoD, p. 12 §49, pp. 56-57 §§210-214; pp.59-61 §§220-226; R-0037 pp. 12-13, §42-43.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested document is not in the Respondent's possession, custody, or control as the Respondent was not a part in the negotiation of the contractual amendments which allowed for the manipulation of the funds received from GE Capital. The Respondent reasonably believes it is in the Claimant's possession, custody, or control as the agreement regarding the allocation of the funds was concluded between the		

Claimant and GE, without the intervention of the Respondent.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
Production of the requested documents would be unreasonably burdensome. Angola's request encompasses multiple categories of documentation across numerous communication channels over an extended period, including correspondence involving custodians who are no longer with the company, such as Mr Morgado. Moreover, as explained in R1 above, this request is overly broad and it would require reviewing potentially thousands of communications to determine relevance, imposing a disproportionate burden on the Claimant relative to the purported probative value of the documents sought.	As for the objections concerning unreasonable burden, the Respondent believes that the Claimant is not referring to the specific documents identified in items (iv) and (v). So, these documents must be produced. Regarding the remaining requests, they pertain to a defined set of documents connected to specific facts relating to amendments to the supply contracts, covering a period of only a year and a half and involving identified parties. Therefore, these requests are not overly broad.	
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
We refer to O4 of Document Request No. 3. Additionally, regarding the requested exhibits, please note that LCIA arbitration materials are subject to strict confidentiality obligations under Article 30.1 of the LCIA Rules, which requires parties to keep confidential all awards, materials created for the purpose of the arbitration, and documents produced in the proceedings: "30.1 The parties undertake as a general principle to keep confidential all awards in the arbitration, together with all materials in the arbitration created	The Respondent refers to the reasons provided in O4 of Document Request No 3 and 14.	

for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority. The parties shall seek the same undertaking of confidentiality from all those that it involves in the arbitration, including but not limited to any authorised representative, witness of fact, expert or service provider." Therefore, the request for the exhibits should not be granted.		
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 13 is partially granted by the Tribunal as the production shall be limited to item (ii) [i.e. drafts exchanged by the parties related to the amendments to the Supply Contracts] and a narrower scope of item (i) [i.e. correspondence accompanying/responding/commenting on the drafts of the amendments to the Supply Contracts].		

<table>
<tr><th colspan="3">Document Request No. 14</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The full record of the LCIA arbitration proceedings brought by AEnergy against GE.</td><td rowspan="3">The Claimant objects to this request.

It is overly broad. The arbitration file includes almost 1000 documents which are, as explained below (and in the Claimant's introduction, above (see ¶¶59-66), unrelated and immaterial to this dispute.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>The Respondent is aware that the LCIA arbitration commenced on 7 May 2020, but has no information regarding the date on which the proceedings concluded.</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The record of the LCIA Arbitration is relevant because it would allow to demonstrate that:
(i) The Claimant participated in the forgery of the Forged Letters scheme;
(ii) The Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement;
(iii) AEnergy has attempted to charge MINEA for the Four Unsolicited Turbines;
(iv) The Claimant did everything in his power to conceal the forgery scheme.
M: As emphasised in the excerpt of the LCIA Award on page 5 of exhibit R-0043, the evidence submitted in those proceeding indicate the Claimant's involvement in the forgery of the Forged Letters, as the tribunal concluded that: "[h]aving carefully considered the evidence and the submissions relating to the forged letters, we conclude that the evidence demonstrates the cogent standard required, that AE knew of, and was complicit in, the creation and deployment of the relevant letters. In particular we conclude that Mr. Bento signed the Suite Version 2 Letters at the direction of Mr. Machado; that AE, by Mr. Machado, AE's CEO and 99% shareholder, knew about the inauthenticity of the Forged letters; and that, AE; likewise by Mr. Machado, knew that such letters would be used to deceive GE Capital into releasing Credit Facility funds</td><td>R: The LCIA proceedings have no probative value in this arbitration. The LCIA arbitration involved different parties (Aenergy and GE, not Mr Machado and Angola), had a different subject matter and was decided by a different tribunal.
The LCIA proceedings have no res judicata effect between Mr Machado and Angola. The findings of that tribunal are not binding on this tribunal and cannot establish any facts in these proceedings.
The forgeries did not modify the Facility Agreement to include more turbines. See ¶69 above.
The LCIA tribunal did not have access to evidence that was subsequently considered by the U.S. DOJ in its criminal investigation and prosecution of Mr da Costa. The DOJ, with full knowledge of the LCIA award and its contents, concluded that Mr Machado and Aenergy were not participants in the forgery perpetrated by Mr da Costa (see ¶61 above).
M: The LCIA arbitration documents are not material to the outcome of the dispute. See section 2.1, in particular, ¶¶59-66 above.</td><td></td></tr>
</table>

that it otherwise would not have disbursed, had it known that the letters were not genuine". Consequently, the record of the LCIA arbitration is material since it demonstrates that the acquisition of the Four Unsolicited Turbines does not qualify as an investment under the BIT and that it was obtained through fraud.		
Reference in Memorial		
SoD, pp. 13-14, § 53; p.22-23, § 79; pp. 65-69, §§ 240-261; R-0043, p.5.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control since the LCIA Arbitration concerned a matter between AEnergy and GE and the Claimant exercises control over AEnergy since its inception. Thus, it is feasible to believe that the documents contained in the record of the LCIA Arbitration are within the Claimant's possession, custody or control.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
	The Respondent notes that in R1, the Claimant objects to this request as he considers it to be "overly broad" as the arbitration file includes almost 1000 documents. That broadness allegation is a concealed way of alleging that the Respondent's request is unreasonably burdensome. Therefore, the Respondent hereby responds to such an objection.	

	In any event, as further detailed by the Respondent in its answer to the Claimant's O4 objection, the Respondent's Request no. 14 is hereby reduced to: (i) All exhibits into the record in the LCIA Arbitration; (ii) All witness statements and hearing transcripts from the LCIA Arbitration; and (iii) The Final Award issued by the LCIA. Consequently, this Request should not be denied on the grounds of its (allegedly) broad scope.	
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant objects for the reasons given under O4 of Document Request No. 13 in regard to confidentiality obligations under Article 30.1 of the LCIA Rules. Aenergy cannot unilaterally waive this confidentiality obligation without the consent of the other party to that arbitration. Moreover, Aenergy and GE reached a Settlement Agreement (requested in Request No. 27) to put an end to various litigation and arbitration proceedings, in which they agreed strict confidentiality obligations covering confidentiality of the LCIA award, among other things.	The Claimant objects to the disclosure of the record of the LCIA Arbitration, as (i) it is covered by confidentiality provision embodied in Article 30.1 of the LCIA Rules and (ii) is covered by the confidentiality obligations embodied in the Settlement Agreement entered between AEnergy and GE. Accordingly, the Claimant asserts that "*Aenergy cannot unilaterally waive this confidentiality obligation without the consent of the other party to that arbitration*". In light of such an objection, the Respondent engaged GE in order for it to provide the Claimant with the necessary consent for him to produce the requested documents in this arbitration. Consequently, attached to the Respondent's Answer to the Claimant's Objections to the Request for Document	

	Production as exhibit R-0118, is a Letter from GE expressly authorizing the Claimant to produce into the present arbitration: (i) "*All exhibits into the record in the LCIA Arbitration*"; (ii) "*All witness statements and hearing transcripts from the LCIA Arbitration*"; and (iii) *"The final award issued by the LCIA"* Provided that: "*the Tribunal orders that these documents be filed on a confidential basis, be protected from disclosure and publication, not be made publicly available (including by ICSID following the issuance of any awards), and be used solely for the purposes of the above-referenced arbitration*". Consequently, the Claimant's confidentiality objection should be dismissed, and the Tribunal should order the production of the requested documents while assuring that GE's confidentiality concerns are duly incorporated. As for the other elements of the LCIA Arbitration record, not encompassed by GE's disclosure authorization, the Respondent hereby withdraws the request for their production.	
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Tribunal takes note of the Respondent's withdrawal of part of its request.		

The Respondent's request No. 14 is partially granted by the Tribunal as the production shall be limited to items (ii) [i.e. all witness statements and hearing transcripts from the LCIA Arbitration] and (iii) [i.e. the final award issued by the LCIA].

<table>
<tr><th colspan="3">Document Request No. 15</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Alternatively to Document Request No. 14, the following documents of the LCIA arbitration:
(i) GE's Response to the Arbitration Request;
(ii) GE's Statement of Defense;
(iii) GE's Rejoinder;
(iv) GE's Post-Hearing Briefs;
(v) Any other GE's submissions regarding the facts of the dispute;
(vi) All the evidence submitted by GE accompanying its written submissions.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>The Respondent is aware that the LCIA arbitration commenced on 7 May 2020, but has no information regarding the date on which the proceedings concluded.</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: GE's submissions on the LCIA arbitration are relevant because they will allow to demonstrate that the Claimant, through AEnergy:
(i) Paid the Four Unsolicited Turbines using the Respondent's resources disbursed through the Facility Agreement;
(ii) Attempted to double charge the Respondent in respect of the Four Unsolicited Turbines.

M: As emphasized in the excerpt of GE's Response to the Arbitration Request reproduced at § 103 of exhibit R-0037, it was GE's understanding that AEnergy attempted to double charge MINEA in respect of the Four Unsolicited Turbines. Accordingly, GE's submissions on the LCIA Arbitration are material to determine that the Four Unsolicited Turbines do not qualify as a protected investment under the BIT, because the Claimant:
(i) Did not make a substantial contribution, since</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request No. 14.

In addition, the Claimant puts forth the following:

R: The Respondent's assertion that GE's submissions demonstrate anything is fundamentally misconceived. Pleadings and submissions by a party to litigation are advocacy documents reflecting that party's position – they do not constitute evidence and prove nothing. Allegations in separate proceedings between different parties cannot establish facts in this arbitration.
It is utterly unclear how the requested documents would be probative of the fact of whether the Claimant made a substantial</td><td></td></tr>
</table>

the Turbines were acquired with the Respondent's funds provided under the Facility Agreement; (ii) Did not assume any investment risk. Consequently, they further demonstrate that he did not suffer any damages. Finally, they also demonstrate that the Four Unsolicited Turbines were obtained through fraud. **Reference in Memorial** SoD, pp. 13-14, § 53; p.22-23, § 79; pp. 65-69, §§ 240-261; R-0043, p.5.	contribution or assumed any investment risk. There is proof that Aenergy made advance payments to GE (C-43, p. 3). As for the rest, it is undisputed that the payment of the turbines was concluded with resort to the funds obtained through the Facility Agreement and paid directly to GE. The Respondent does not explain what it means by the Claimant having attempted to double charge the Respondent in respect to the Four Turbines, or why the requested documents would be probative of this. It is unclear how the requested documents could "*demonstrate that* [Mr Machado] *did not suffer any damages*". Angola has not explained how these documents supposedly "*demonstrate that the Four Unsolicited Turbines were obtained through fraud*". **M:** The requested documents are not material to the outcome of the dispute. The fact that funds received under one contract were used to pay for products under another contract has no bearing on contribution and investment risk. *See* section 2.1, in particular, ¶¶31-44 and 71-80 above.	

R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control since the LCIA Arbitration concerned a matter between AEnergy and GE and the Claimant exercises control over AEnergy since its inception. Thus, it is feasible to believe that the documents contained in the record of the LCIA Arbitration are within the Claimant's possession, custody or control.		

O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**

O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant objects for the reasons given under O4 of Document Request No. 14.	In accordance with the Respondent's submissions in its response to the Claimant's O4 objection to the Respondent's Request for Document Production no. 14, the Respondent hereby withdraws this request.	
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Tribunal takes note of the Respondent's withdrawal of this request.		

Document Request No. 16		
R1: Description of requested Documents (max. 200 words)		
Requesting Party	**Requested Party**	**Tribunal**
Alternatively to Document Request No. 14, the evidence produced in the LCIA Arbitration regarding the Claimant's participation in the forgery of the Forged Letters scheme, including (but without limit to): (i) Communications, including e-mails and WhatsApp messages and other app messages, exchanged between the Claimant and Mr. Wilson da Costa between 1 September and 31 December 2017; (ii) Communications, including e-mails and WhatsApp messages and other messaging app, exchanged between the Claimant and Mr. Bento between 1 September and 31 December 2017; (iii) Communications, including e-mails and WhatsApp messages and other app messages, exchanged between the Claimant and Mr. Pizarro between 1 September and 31 December 2017; (iv) Communications, including e-mails and WhatsApp messages and other messaging app, exchanged between the Claimant, AEnergy's employees or and GE's and GE Capital's employees or representatives– between June and 31 December 2017; (v) Records of phone calls between the Claimant and Mr. da Costa in October 2017; (vi) Records of phone calls between the Claimant and Mr. Jorge Morgado in October 2017; (vii) Records of phone calls between the Claimant and Mr. Ivo Pizarro in October 2017; (viii) Witness statements; (ix) Expert reports; (x) Forensic analysis of the Forged Letters.	The Claimant objects to this request.	
Time frame of issuance		
The Respondent is aware that the LCIA arbitration commenced on 7 May 2020, but has no information regarding the date on which the proceedings		

concluded. However, the communications and phone calls requested above were issued between June and 31 December 2017. The Respondent reasonably believes that the forensic analysis of the Forged Letters was conducted during the course of the LCIA Arbitration.		
R2: Relevance and materiality (max. 250 words)		
Requesting Party	**Requested Party**	**Tribunal**
R: The evidence produced in the LCIA Arbitration regarding the Claimant's participation in the forgery of the Forged Letters scheme is relevant because it would allow to demonstrate that: (i) The Claimant participated in the forgery of the Forged Letters scheme – as it stems from the quote of the Final Award on page 5 of exhibit R-0043; (ii) The Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement; (iii) The Claimant did everything in his power to conceal the forgery scheme. **M:** As emphasized in the LCIA Award excerpt on page 5 of Exhibit R-0043, the arbitral tribunal, after reviewing the evidence presented in those proceedings, concluded that the Claimant was involved in the Forged Letters forgery scheme. Accordingly, the evidence on this point from the LCIA Arbitration is material to the outcome of this case because it demonstrates that the Claimant's investment was obtained through fraud.	As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request Nos. 14 and 15.	
Reference in Memorial		
SoD, pp. 13-14, § 53; p.22-23, § 79; pp. 65-69, §§ 240-261; R-0043, p.5.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control because the LCIA arbitration concerned a dispute between AEnergy and GE, and the Claimant has exercised control over		

AEnergy since AEnergy's inception. Accordingly, it is reasonable to conclude that the documents in the LCIA arbitration record are within the Claimant's possession, custody, or control. In any event, some of the requested documents involved the Claimant directly and are therefore likely in the Claimant's possession, custody, or control.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant objects for the reasons given in O4 of Document Request No. 14.	In response to the Claimant's objection, the Respondent refers to its submission under O4 concerning Document Request No. 14.	
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		

The Respondent's request No. 16 is denied by the Tribunal as it finds that the request is overly broad.

<table>
<tr><th colspan="3">Document Request No. 17</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>Alternatively to Document Requests No. 14 and 16, the evidence relied upon by the LCIA Tribunal to support its conclusion that "[h]aving carefully considered the evidence and the submissions relating to the forged letters, we conclude that the evidence demonstrates the cogent standard required, that AE knew of, and was complicit in, the creation and deployment of the relevant letters. In particular we conclude that Mr. Bento signed the Suite Version 2 Letters at the direction of Mr. Machado; that AE, by Mr. Machado, AE's CEO and 99% shareholder, knew about the inauthenticity of the Forged letters; and that, AE; likewise by Mr. Machado, knew that such letters would be used to deceive GE Capital into releasing Credit Facility funds that it otherwise would not have disbursed, had it known that the letters were not genuine" – R-0043, p. 5.</td><td rowspan="3">The Claimant objects to this request.

It is impermissibly vague and unspecific – it is impossible to identify which documents the Respondent seeks.</td><td rowspan="3"></td></tr>
<tr><th>Time frame of issuance</th></tr>
<tr><td>The Respondent is aware that the LCIA arbitration commenced on 7 May 2020, but has no information regarding the date on which the proceedings concluded.</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The evidence relied upon by the LCIA tribunal regarding the Claimant's participation in the forgery of the Forged Letters scheme is relevant because it would allow to demonstrate that:
(i) The Claimant participated in the forgery of the Forged Letters – as it stems from the quote of the Final Award on page 5 of exhibit R-0043;
(ii) The Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement;
(iii) The Claimant did everything in his power to conceal the forgery scheme.</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request Nos. 14 and 15.</td><td></td></tr>
</table>

M: As emphasized in the LCIA Award excerpt on page 5 of Exhibit R-0043, the arbitral tribunal, after reviewing the evidence presented in those proceedings, concluded that the Claimant was involved in the Forged Letters forgery scheme. Accordingly, the evidence on this point from the LCIA arbitration is material to the outcome of this case because it demonstrates that the Claimant's investment was obtained through fraud.		
Reference in Memorial (paras.)		
SoD, pp. 13-14, § 53; p.22-23, § 79; pp. 65-69, §§ 240-261; R-0043, p.5.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The documents are not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control because the LCIA arbitration concerned a dispute between AEnergy and GE, and the Claimant has exercised control over AEnergy since AEnergy's inception. Accordingly, it is reasonable to conclude that the documents in the LCIA Arbitration record are within the Claimant's possession, custody, or control. In any event, some of the requested documents involved the Claimant directly and are therefore likely in the Claimant's possession, custody, or control.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant objects for the reasons given under O4 of Document Request No. 14.	In response to the Claimant's objection, the Respondent refers to its submission under O4 concerning Document Request No. 14.	
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 17 is denied by the Tribunal as its finds, *prima facie*, that the request lacks relevance to the case and sufficient materiality to its outcome.		

<table>
<tr><th colspan="3">Document Request No. 18</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th><u>Requesting Party</u></th><th><u>Requested Party</u></th><th><u>Tribunal</u></th></tr>
<tr><td>Alternatively to Document Request No. 14, the Final Award rendered in the LCIA arbitration.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>The Respondent is aware that the LCIA arbitration commenced on 7 May 2020, but has no information regarding the date on which the Final Award is issued.</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th><u>Requesting Party</u></th><th><u>Requested Party</u></th><th><u>Tribunal</u></th></tr>
<tr><td>R: Final Award rendered in the LCIA arbitration is relevant because it would allow to demonstrate that:
(i) The Claimant participated in the forgery of the Forged Letters scheme – as it stems from the quote of the Final Award on page 5 of exhibit R-0043;
(ii) The Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement;
(iii) The Claimant did everything in his power to conceal the forgery scheme.
M: As emphasized in the LCIA Award excerpt on page 5 of Exhibit R-0043, the arbitral tribunal, after reviewing the evidence presented in those proceedings, concluded that the Claimant was involved in the Forged Letters forgery scheme. Accordingly, the Final Award rendered in this LCIA arbitration is material to the outcome of this case because it demonstrates that the Claimant's investment was obtained through fraud.</td><td rowspan="3">As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request Nos. 14 and 15.</td><td rowspan="3"></td></tr>
<tr><td>Reference in Memorial</td></tr>
<tr><td>SoD, pp. 13-14, § 53; p.22-23, § 79; pp. 65-69, §§ 240-261; R-0043, p.5.</td></tr>
<tr><th colspan="3">R3: Not in possession of requesting Party (max. 100 words)</th></tr>
</table>

Requesting Party	Requested Party	Tribunal
The requested document is not in the Respondent's possession, custody, or control. The Respondent reasonably believes it is in the Claimant's possession, custody, or control since the LCIA arbitration concerned a matter between AEnergy and GE and the Claimant exercises control over AEnergy since its inception. Thus, it is feasible to believe that the Final Award of the LCIA Arbitration is within the Claimant's possession, custody or control.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant objects for the reasons given under O4 of Document Request No. 14. In particular, the LCIA award is expressly protected under the Settlement Agreement.	In response to the Claimant's objection, the Respondent refers to its submission under O4 concerning Document Request No. 14.	
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

Tribunal's Decision		
Since the Tribunal has partially granted Respondent's Request No. 14, this request is moot.		

<table>
<tr><th colspan="3">Document Request No. 19</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>On the Memorandum of Law in Support of the Government's motions in limine, related to Mr. Wilson da Costa's criminal trial, submitted as exhibit R-0045, the US District Attorney affirms that: "[b]etween at least 2016 and 2018, Da Costa, GE Employee-(…) and GE Employee 2 sought to extract millions of U.S. dollars from AE's Founder in exchange for providing AE with an illicit commercial advantage in various deals between AE and GE in Africa, including the Fast Power Deal in Angola and other deals in Angola, Cameroon, Ghana, and Cote d'Ivoire"(R-0045, pp. 17-18).

To orchestrate that scheme, the participants of this plot created WhatsApp groups do organize their actions. To that end, the US District Attorney affirms that: "[i]n May 2016, Da Costa created a group chat titled "AE/GE" with GE Employee -1, AE's Founder, and GE Employee 2" (R-0045, p. 17).

Thus, the Respondent hereby request the messages exchanged in this WhatsApp group created by Mr. Wilson da Costa in May 2016.</td><td rowspan="3">The Claimant objects to this request.

The requested messages are not in the possession of the Claimant. He left this WhatsApp group at the end of 2018. He has since changed devices without synchronising old data. Consequently, he cannot access the archive of these conversations.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>From May 2016 until the participants of this group stop using it, never before November 2016</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow to demonstrate that:

(i) The Claimant, Mr. Wilson da Costa, and other GE employees/representatives engaged in fraudulent schemes across African countries, including Angola, for their own benefit and for the benefit of AEnergy;
(ii) The Claimant, Mr. Wilson da Costa, and other</td><td>R: The facts that Angola intends to prove with the requested WhatsApp exchanges are not identified in a concrete and specific manner. Seeking to prove "fraudulent schemes across African countries" or "fraudulent schemes towards the 13 Contracts" is too vague and, therefore, constitutes a fishing expedition.</td><td></td></tr>
</table>

GE employees/representatives engaged in fraudulent schemes towards the 13 Contracts, for their own benefit and for the benefit of AEnergy. **M**: The requested documents are material to the case at hand since they corroborate the Respondent's allegation that the Claimant engaged in fraudulent actions towards the 13 Contracts, which ultimately led to the forgery of the Forged Letters to allow the inclusion of Four Unsolicited Turbines in the scope of those contracts (namely in the scope of contracts no. 7 and no. 11). All of this demonstrates that the Four Unsolicited Turbines do not qualify as a protected investment since they were procured through fraud.	Angola has not explained how these WhatsApp exchanges would prove these –vague– facts. In addition, it is noteworthy that the DOJ, having obtained and reviewed these WhatsApp messages from Mr da Costa's cell phone, did not consider Mr Machado to be an active participant in the documentation forgery. **M:** The document cited by the Respondent (R-45) does not state that Angola was defrauded by Mr Machado or that the turbines were procured through fraud. The point made by the U.S. District Attorney is that Mr da Costa provided Aenergy with internal GE information in order to advantage Aenergy in "*deals between AE and GE*". Even if it were true that Mr Machado obtained an "*illicit commercial advantage*" (*quod non*) this is not material to the outcome of the present case. The advantage would be to the detriment of GE, not of Angola. *See* section 2.1**Error! Reference source not found.**, in particular, ¶¶61-66 above.	
Reference in Memorial		
SoD, p. 15, §§ 58-101, 228-261; R-0036; R-0043; R-0045 pp. 10-11, pp. 17- 18.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in the possession, custody, or control of the Respondent, as the Respondent was not involved in the WhatsApp group created by Mr. Wilson da Costa on 16 May 2016. Rather, the requested documents are in the Claimant's possession, as the Claimant was a Party to that WhatsApp group.	The requested messages are not in the possession of the Claimant. He left this WhatsApp group at the end of 2018. He has since changed devices without synchronising old data. Consequently, he cannot access the archive of these conversations.	
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		

Requested Party	Requesting Party	Tribunal
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant left this WhatsApp group at the end of 2018. He has since changed devices without synchronising old data. Consequently, he cannot access the archive of these conversations.	The Respondent does not dispute that the Claimant has left this WhatsApp group at the end of 2018 and lost the archive of those conversations. In any event, the Respondent hereby requests the Tribunal to order the production of said communications produced in legal proceedings – including, without limitation, the US Proceedings, the DOJ investigation regarding Mr. da Costa, the LCIA Arbitration and ICC Arbitration – that are accessible to the Claimant. If the Claimant asserts that no such communications were produced in any legal proceeding accessible to the Claimant, the Respondent hereby requests that the Tribunal require the Claimant to submit a sworn affidavit confirming such an assertion.	
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

Tribunal's Decision
The Respondent's request No. 19 is denied by the Tribunal as the Claimant assert that there are no responsive documents.

<table>
<tr><th colspan="3">Document Request No. 20</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>On the Memorandum of Law in Support of the Government's motions in limine, related to Mr. Wilson da Costa's criminal trial, submitted as exhibit R-0045, the US District Attorney affirms that: "[b]etween at least 2016 and 2018, Da Costa, GE Employee-(…) and GE Employee 2 sought to extract millions of U.S. dollars from AE's Founder in exchange for providing AE with an illicit commercial advantage in various deals between AE and GE in Africa, including the Fast Power Deal in Angola and other deals in Angola, Cameroon, Ghana, and Cote d'Ivoire"(R-0045, pp. 17-18).

To orchestrate that scheme, the participants of this plot created WhatsApp groups do organize their actions. To that end, the US District Attorney affirms that: "[i]n November 2016, GE Employee-1 created a group chat with Da Costa and AE's Founder called 'Friends'" (R-0045, p. 18).

Thus, the Respondent hereby requests the production of all the messages exchanged in the "Friends" WhatsApp group or any other group between these persons.</td><td>The Claimant objects to this request.

The requested messages are not in the possession of the Claimant. He left this WhatsApp group at the end of 2018. He has since changed devices without synchronising old data. Consequently, he cannot access the archive of these conversations. Additionally, he is not aware of any other group messages between these persons.</td><td></td></tr>
<tr><td>Time frame of issuance</td><td></td><td></td></tr>
<tr><td>Between September 2017 and March 2019</td><td></td><td></td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow to demonstrate that:

(i) The Claimant, Mr. Wilson da Costa, and other GE employees/representatives engaged in fraudulent business schemes across African countries, including Angola, for their own benefit and for the benefit of AEnergy;
(ii) The Claimant, Mr. Wilson da Costa, and other</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request No. 19.</td><td></td></tr>
</table>

GE employees/representatives engaged in fraudulent schemes towards the 13 Contracts, for their own benefit and for the benefit of AEnergy. (iii) The Claimant orchestrated the forgery of the Forged Letters with Mr. Wilson da Costa, and other affiliates assistance; (iv) The Forged Letters were intended to include the Four Unsolicited Turbines in the financing to be provided under the Facility Agreement. **M**: The requested documents are material to this case because they support the Respondent's allegation that the Claimant engaged in fraudulent conduct in relation to the 13 Contracts with Angola. Specifically, they will show that AEnergy, by using the Forged Letters, misled GE and GE Capital into believing that the 13 Contracts (namely: contracts no. 7 and no. 11) had been revised to include the Four Unsolicited Turbines, thereby enabling payment for those turbines under the Facility Agreement. Accordingly, the documents support the conclusion that the Four Unsolicited Turbines do not qualify as a protected investment because they were procured through fraud.		
Reference in Memorial (paras.)		
SoD, pp. 15-29, §§ 58-101; pp. 65-69, §§240-261; R-0036; R-0043; R-0045 pp. 5, 10-11, 17-18.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in the possession, custody, or control of the Respondent, as the Respondent was not involved in the "Friends" WhatsApp group created in November 2016. Rather, the requested documents are in the Claimant's possession, as the Claimant was a Party to that group.	The requested messages are not in the possession of the Claimant. He left this WhatsApp group at the end of 2018. He has since changed devices without synchronising old data. Consequently, he cannot access the archive of these conversations. Additionally, he is not aware of any other group messages between these persons.	
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		

Requested Party	Requesting Party	Tribunal
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Claimant left this WhatsApp group at the end of 2018. He has since changed devices without synchronising old data. Consequently, he cannot access the archive of these conversations. Additionally, he is not aware of any other group messages between these persons.	The Respondent does not dispute that the Claimant has left this WhatsApp group at the end of 2018 and lost the archive of those conversations. In any event, the Respondent hereby requests the Tribunal to order the production of said communications produced in legal proceedings – including, without limitation, the US Proceedings, the DOJ investigation regarding Mr. da Costa, the LCIA Arbitration and ICC Arbitration – that are accessible to the Claimant. If the Claimant asserts that no such communications were produced in any legal proceeding accessible to the Claimant, the Respondent hereby requests that the Tribunal require the Claimant to submit a sworn affidavit confirming such an assertion.	
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

Tribunal's Decision
The Respondent's request No. 20 is denied by the Tribunal as the Claimant asserts that there are no responsive documents.

<table>
<tr><th colspan="3">Document Request No. 21</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>On the Memorandum of Law in Support of the Government's motions in limine, related to Mr. Wilson da Costa's criminal trial, submitted as exhibit R-0045, the US District Attorney affirms that: "[b]etween at least 2016 and 2018, Da Costa, GE Employee-(…) and GE Employee 2 sought to extract millions of U.S. dollars from AE's Founder in exchange for providing AE with an illicit commercial advantage in various deals between AE and GE in Africa, including the Fast Power Deal in Angola and other deals in Angola, Cameroon, Ghana, and Cote d'Ivoire"(R-0045, pp. 17-18).

To orchestrate that scheme, the participants of this plot created WhatsApp groups do organize their actions as referred above in Document Requests No. 20 and 21.

In accordance with the US District Attorney assertion on p. 18 of exhibit R-0045, "[i]n January 2018, in response to a discussion in the "Friends Group Chat" about TM2500s in Angola, GE Employee-1 sent an article to the Friends Group Chat titled "WhatsApp Group Chats Can Easily Be Infiltrated, Find Researchers". AE´s Founder then suggested that the group use another encrypted messaging service".

Thus, the Respondent hereby requests the production of the messages exchanged in the group created by the parties to the WhatsApp "Friends" group in any another encrypted messaging service.</td><td>The Claimant objects to this request.

The requested messages are not in the possession of the Claimant. The Claimant is not aware of any other group messages between these persons.</td><td></td></tr>
<tr><td>Time frame of issuance</td><td></td><td></td></tr>
<tr><td>Between January 2018 and March 2019</td><td></td><td></td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow to demonstrate that:</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates</td><td></td></tr>
</table>

(i) The Claimant, Mr. Wilson da Costa, and other GE employees/representatives engaged in fraudulent business schemes across African countries, including Angola, for their own benefit and for the benefit of AEnergy; (ii) The Claimant, Mr. Wilson da Costa, and other GE employees/representatives engaged in fraudulent schemes towards the Fast Power Deal in Angola, for their own benefit and for the benefit of AEnergy; (iii) The Claimant orchestrated the forgery of the Forged Letters with Mr. Wilson da Costa, and other affiliates assistance; (iv) The Forged Letters were intended to include the Four Unsolicited Turbines in the financing to be provided under the Facility Agreement. **M**: The requested documents are material to this case because they support the Respondent's allegation that the Claimant engaged in fraudulent conduct in relation to the 13 Contracts with Angola. Specifically, they will show that AEnergy, by using the Forged Letters, misled GE and GE Capital into believing that the 13 Contracts had been revised to include the Four Unsolicited Turbines, thereby enabling payment for those turbines under the Facility Agreement. Accordingly, the documents support the conclusion that the Four Unsolicited Turbines do not qualify as a protected investment because they were procured through fraud.	by reference the reasons stated in R2 of Document Request No. 19.	
Reference in Memorial (paras.)		
SoD, pp. 15-29, §§ 58-101; pp. 65-69, §§240-261; R-0036; R-0043; R-0045 pp. 5, 10-11, 17-18.		
R3: Not in possession of requesting Party (max. 100 words)		
<u>Requesting Party</u>	**<u>Requested Party</u>**	**<u>Tribunal</u>**
The requested documents are not in the possession, custody, or control of the Respondent, as the Respondent was not involved in the "Friends" WhatsApp group created in November 2016 nor in the group that was created in another encrypted message platform to discuss this matter as per the Claimant's recommendation. Rather, the requested documents are in the Claimant's possession, as the Claimant was a Party to those groups.	The requested messages are not in the possession of the Claimant. The Claimant is not aware of any other group messages between these persons.	
O1: Legal or settlement privilege (max. 250 words)		

Requested Party	Requesting Party	Tribunal
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 21 is denied by the Tribunal as the Claimant asserts that there are no responsive documents.		

<table>
<tr><th colspan="3">Document Request No. 22</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The following documents concerning the participation of the Claimant in the forgery of the Forged Letters:
(i) Individual communications between the Claimant and Mr. Wilson da Costa;
(ii) Individual communications between the Claimant and Mr. Leslie Nelson;
(iii) Individual Communications between the Claimant and Mr. Ivo Pizarro;
(iv) Individual communications between the Claimant and Mr. Pedro Bento;
(v) Individual communications between the Claimant and Mr. Jorge Morgado.</td><td rowspan="3">The Claimant objects to this request.

There are no responsive documents, insofar as there was no participation of the Claimant in the forgery of the Forged Letters. There can be no documents concerning such participation. See ¶¶61-66 above.

Moreover, this request is impermissibly vague and unspecific – it is impossible to identify which documents the Respondent seeks.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>Between September 2017 and December 2018</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow to demonstrate that:
(i) The Claimant orchestrated the forgery of the Forged Letters with Mr. Wilson da Costa, Mr. Leslie Nelson, Mr. Ivo Pizarro, Mr Pedro Bento and Mr. Jorge Morgado's assistance;
(ii) The Forged Letters were intended to include the Four Unsolicited Turbines in the financing to be provided under the Facility Agreement;

M: The requested documents support the Respondent's allegation that the Four Unsolicited Turbines were included in the 13 Contract solely as a result of the Claimant's fraudulent and illegal conduct. Consequently, they corroborate that the Four Unsolicited Turbines do not qualify as a protected investment as they were procured through fraud.</td><td rowspan="2">R: Angola's logic is circular. It is based on the mistaken premise that the Claimant participated in the forgery. Based on this unfounded premise, it then requests documents concerning the participation of the Claimant in the forgery in order to demonstrate his participation in the forgery.

The DOJ concluded that the forgeries were exclusively done by Mr da Costa, with no participation of Mr Machado (C-42, pp. 6, 7, 19 and 20).

Angola's argument that the forgeries were intended to include the turbines in the financing makes no sense. The forgeries were made after the Facility Agreement was already signed and they purported to</td><td rowspan="2"></td></tr>
<tr><td>Reference in Memorial (paras.)</td></tr>
</table>

SoD, pp. 15-29, §§ 58-101; pp. 65-69, §§240-261; R-0036; R-0043; R-0045 pp. 5, 10-11, 17-18.	amend the scope of Contracts 7 and 11 (of the 13 Contracts), not the Facility Agreement. **M**: The alleged inclusion of the Four Turbines in the 13 Contracts through the forged authorization to amend Contracts 7 and 11 is not material to the outcome of the dispute. It is undisputed that these Contracts were never amended (*see* ¶69 above), although Mr da Costa, through the use of the Forged Letters, did indeed mislead GE Capital into believing that they had been amended. The DOJ confirmed that the forgeries were exclusively done by Mr da Costa, with no participation of Mr Machado. *See* section 2.1, in particular, ¶¶61-65 above.	
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession, custody or control of the Respondent as Respondent was not aware and did not participate in the forgery scheme concluded by the Claimant. On the other hand, the Respondent reasonably believes it is in the Claimant's possession, custody, or control as it was the Claimant who orchestrated the forgery of Forged Letters, instructing his associates and paying them accordingly.	There are no responsive documents. See R1 above.	
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 22 is denied by the Tribunal as it finds that the request is overly broad.		

<table>
<tr><th colspan="3">Document Request No. 23</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The following documents concerning the participation of the Claimant in the forgery of the Forged Letters:
(i) The Claimant's phone records with Mr. Wilson da Costa;
(ii) The Claimant's phone records with Mr. Leslie Nelson;
(iii) The Claimant's phone records with Mr. Pedro Bento;
(iv) The Claimant's phone records with Mr. Ivo Pizarro;
(v) The Claimant's phone records with Mr. Jorge Morgado.</td><td rowspan="3">The Claimant objects to this request.

The Claimant incorporates by reference the reasons stated in R1 of Document Request No. 22.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>October 2017</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because the specific timing of the phone calls exchanged between the Claimant and his associates will corroborate that:
(i) The Claimant orchestrated the forgery of the Forged Letters with Mr. Wilson da Costa, Mr. Jorge Morgado and Mr. Ivo Pizarro's assistance;
(ii) The Forged Letters were intended to include the Four Unsolicited Turbines in the financing to be provided under the Facility Agreement;
(iii) The Claimant, Mr. Wilson da Costa and other GE employees/representatives used the "Friends" WhatsApp group to orchestrate multiple fraudulent schemes to the benefit of its participants.
M: The requested documents support the Respondent's allegation that the Four Unsolicited Turbines were included in the Contracts no. 7 and 11 solely as a result of the Claimant's fraudulent and illegal conduct. Consequently, they corroborate that</td><td>The Claimant incorporates by reference the reasons stated in R2 of Document Request No. 22.

In addition, Angola has failed to explain how the specific timing of the phone calls could possibly corroborate the Claimant's alleged participation in the forgeries.</td><td></td></tr>
</table>

the Four Unsolicited Turbines do not qualify as a protected investment as they were procured through fraud.		
Reference in Memorial		
SoD, pp. 15-29, §§ 58-101; pp. 65-69, §§240-261; R-0036; R-0043; R-0045 pp. 10-11.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession, custody or control of the Respondent as Respondent was not aware and did not participate in the forgery scheme concluded by the Claimant. On the other hand, the Respondent reasonably believes it is in the Claimant's possession, custody, or control as it was the Claimant who orchestrated the forgery of Forged Letters, instructing his associates and paying them accordingly.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Mr Machado has since changed devices and did not retain his device from the 2017-19 period. The phone log is not available and there are no other records to produce regarding Mr Machado's phone.	The Respondent does not dispute that the Claimant changed devices and that he did not retain his device from 2017-19 period. In any event, the Respondent hereby requests the Tribunal to order the production of said communications produced in legal proceedings – including, without limitation, the US Proceedings, the DOJ investigation regarding Mr. da Costa, the LCIA Arbitration and ICC Arbitration – that are accessible to the Claimant.	

	These communications go on to demonstrate that at the time of the forgery of the Forged Letters, Mr. Ricardo Machado, Mr. Wilson da Costa and their associates were consistently in contact in order to ultimate the specifics of the forgery scheme. If the Claimant asserts that no such communications records were produced in any legal proceeding accessible to the Claimant, the Respondent hereby requests that the Tribunal require the Claimant to submit a sworn affidavit confirming such an assertion	
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 23 is denied by the Tribunal as the Claimant asserts that there are no responsive documents.		

Document Request No. 24		
R1: Description of requested Documents (max. 200 words)		
Requesting Party	**Requested Party**	**Tribunal**
The following documents concerning payments made by the Claimant to Mr. Wilson da Costa in compensation for the forgery of the Forged Letters, namely the documents referred to in Ex. R-0045: (i) Any communications between the Claimant Wilson da Costa, Mr. Ivo Pizarro and Mr. Pedro Bento notably WhatsApp messages and any other messaging apps, in particular but without restriction the ones from: i. Messages exchanged between Mr. da Costa and Mr. Machado with regards to the forgery of the Forged Letters on 12 October 2017; ii. Messages exchanged between Mr. da Costa and Mr. Machado in April 2018 and November 2018 where Mr. da Costa shows his disagreement with Mr. Machado with regards to the cover up of the forgery scheme; (ii) Three draft letters sent by the Claimant to Mr. da Costa on 5 October 2017 intended to reflect the Government's agreement to purchase the four additional TM's; (iii) Updated draft letter sent by the Claimant to Mr. da Costa on 6 October 2017; (iv) Revised draft letters of intent send by PRODEL and ENDE; (v) 3 emails exchanged between the Claimant and Mr. Bento on 12 October 2017 containing the three Forged Letters; (vi) Emails exchanged in January 2018 between Mr. da Costa and the Claimant with invoices from the companies controlled by Mr. da Costa and the banking information of the company's accounts; (vii) The MAMFE Contract sent by Mr. Wilson da Costa to a Dubai based financial institution signed by Mr. da Costa and the Claimant.	The Claimant objects to this request.	

Time frame of issuance		
From October 2017 to May 2018		
R2: Relevance and materiality (max. 250 words)		
Requesting Party	**Requested Party**	**Tribunal**
R: The requested documents are relevant because they allow to demonstrate that: (i) The Claimant orchestrated and paid Mr. da Costa for the forgery of the Forged Letters; (ii) The Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement. **M**: The requested documents support the Respondent's allegation that the Four Unsolicited Turbines were included in the 13 Contracts (namely: contracts no. 7 and no. 11) solely as a result of the Claimant's fraudulent and illegal conduct.	As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request No. 22. *See* section 2.1, in particular, ¶¶64-66 above.	
Reference in Memorial		
SoD, pp. 19-23 §§72-83; pp. 65-67 §§243-250; R-0045, p. 24-27		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession, custody or control of the Respondent as the Respondent was not aware and did not participate in the forgery scheme concluded by the Claimant. On the other hand, the Respondent reasonably believes it is in the Claimant's possession, custody, or control as it was the Claimant who orchestrated the forgery of the contractual documents concluded between GE and the Respondent, Mr. Wilson da Costa and other GE employees and paying them accordingly.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		

Requested Party	Requesting Party	Tribunal
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's request No. 24 is partially granted by the Tribunal as the production shall be limited to items (ii) [i.e three draft letters sent by the Claimant to Mr. da Costa on 5 October 2017 intended to reflect the Government's agreement to purchase the four additional TM's; (iii) [i.e. updated draft letter sent by the Claimant to Mr. da Costa on 6 October 2017]; (iv) [i.e. revised draft letters of intent send by PRODEL and ENDE]; (v) [i.e. 3 emails exchanged between the Claimant and Mr. Bento on 12 October 2017 containing the three Forged Letters]; and (vi) [i.e. the MAMFE Contract sent by Mr. Wilson da Costa to a Dubai based financial institution signed by Mr. da Costa and the Claimant].		

<table>
<tr><th colspan="3">Document Request No. 25</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>As reproduced in page 19 of exhibit R-0045, in November 2018, Mr. Wilson da Costa send a message to the “Friends” WhatsApp group chat with the Claimant warning that “we are trying to change things that are so obvious especially to GE Capital and will bring use problems to all of us we should stop ASAP and follow the original plan”. This excerpt of the “Friends” WhatsApp concerns the disagreement between the Claimant and Mr. Wilson da Costa after Angola having expressed its interest in purchasing four additional turbines in August 2018.
Accordingly, the Respondent hereby requests the following documents pertaining to this disagreement:
(i) WhatsApp messages from the group chat called “Friends” including the Claimant, Mr. Wilson da Costa, Mr. Leslie Nelson and any other persons included in such group;
(ii) Any other communications, including e-mails, WhatsApp messages and other messaging apps, exchanged between the Claimant, Mr. Wilson da Costa, Mr. Leslie Nelson and any other person involved in these discussions.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>August 2018 to December 2018</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: The requested documents are relevant because they allow to demonstrate that:
(i) The Claimant orchestrated and paid Mr. da Costa for the forgery of the Forged Letters;
(ii) The Claimant used the Forged Letters to include the Four Unsolicited Turbines in the financing provided under the Facility Agreement;
(iii) The Claimant intended to continuously</td><td>As for the lack of relevance and materiality of this request, the Claimant incorporates by reference the reasons stated in R2 of Document Request Nos. 19 and 22.</td><td></td></tr>
</table>

conceal from the Respondent the forgery of the letters. It was Mr. da Costa who warned the Claimant of the need to change the previous plan as both GE and the Respondent would discover the scheme orchestrated by the Claimant. **M**: The requested documents support the Respondent's allegation that the Four Unsolicited Turbines were included in the in the financing provided under the Facility Agreement (namely: contracts no. 7 and no. 11) concluded between the Respondent and AEnergy solely as a result of the Claimant's fraudulent and illegal conduct.		
Reference in Memorial		
SoD, pp. 20-23, §§75-83; R-0045, p. 17-19.		
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession, custody or control of the Respondent as the Respondent was not aware and did not participate in the forgery scheme concluded by the Claimant. On the other hand, the Respondent reasonably believes it is in the Claimant's possession, custody, or control as it was the Claimant who orchestrated the forgery of the documents falsely agreed between GE and the Respondent, namely by requesting Mr. Wilson da Costa and other GE employees and paying them accordingly.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

	The Respondent notes that, contrary to the other requests pertaining to the communications exchanged by Mr. Ricardo Machado, Mr. Wilson da Costa and their associates through the "Friends" WhatsApp group, the Claimant as not raised any loss or destruction objection. Consequently, if the Claimant is, indeed, in the possession of the documents hereby requested, the Tribunal should order him to produce them. Alternatively, if the Claimant's lack of objection is due to a mere lapsus, the Respondent hereby Requests the Tribunal to order the production of said communications produced in legal proceedings – including, without limitation, the US Proceedings, the DOJ investigation regarding Mr. da Costa, the LCIA Arbitration and ICC Arbitration –that are accessible to the Claimant. If the Claimant asserts that no such communications were produced in any legal proceeding accessible to the Claimant, the Respondent hereby requests that the Tribunal require the Claimant to submit a sworn affidavit confirming that assertion.	
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**

Tribunal's Decision
The Respondent's request No. 25 is denied by the Tribunal as the Claimant asserts that there are no responsive documents.

<table>
<tr><th colspan="3">Document Request No. 26</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>In two meetings in December 2018, Mr. Wilson da Costa stated that the Respondent had already paid for the Four Unsolicited Turbines by the unauthorized allocation of their cost to the 13 Contracts, specifically to contracts no. 7 and 11 (R-0050, p. 75, § 349). An email from the Claimant dated 7 December 2018 confirms Mr. Wilson da Costa's assertion (R-0012). However, in SoC § 22, the Claimant contends that Mr. Wilson da Costa was the sole responsible for the fraudulent inclusion of the Four Unsolicited Turbines within the scope of Contracts 7 and 11.

To better understand the mismatch between the position assumed by the Claimant on 7 December 2018 (R-0012) –, and the position ultimately endorsed in the SoC, the Respondent hereby requests:

(i) Any communications exchanged by the Claimant and Mr. da Costa regarding the preparation of the meetings, including emails, letters, phone-calls records, WhatsApp messages including the "Friends" group chat and other message apps;
(ii) Internal documents, notes or summaries from the meetings of 5 and 7 December 2018 between the Claimant, Mr. Bento, Mr. da Costa, MINEA and DAR;
(iii) Any communications exchanged by the Claimant and Mr. Wilson da Costa after the conclusion of the meetings, including emails, letters, phone-calls records, WhatsApp messages including the "Friends" group chat and other message apps.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>December 2018 to January 2019</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
</table>

Requesting Party	Requested Party	Tribunal
R: The requested documents will show the reasons why, in December 2018, Mr. Wilson da Costa informed the Respondent that the Four Unsolicited Turbines had already been paid with funds provided under the Facility Agreement. They will also help explain the discrepancy between the Claimant's position in his email dated 7 December (R-0012) and the position adopted in SoC § 22. **M**: The requested documents are material to the outcome of the dispute because they will demonstrate that the statement in SoC § 22 is false: by December 2018, the Claimant not only knew that the Four Unsolicited Turbines had been improperly included in the financing under the Facility Agreement, but also orchestrated the forgery scheme with Mr. Wilson da Costa. This is crucial to show that the Four Unsolicited Turbines were included in the 13 Contracts solely due to the Claimant's fraudulent and illegal conduct	**R**: Angola cannot request documents "*to better understand the* [supposed] *mismatch*"/ "*help explain the discrepancy*" or to find out "*the reasons why*". Angola needs to point at a specific factual allegation it wishes to prove. An unspecified request for "clarification" is insufficient and constitutes a fishing expedition. **M:** The requested documents are not material to the outcome of the dispute. Angola is once again mischaracterising the content of R-12, which the Claimant has already explained (see Claimant's Rule 41 Response, ¶230). Indeed, Mr Machado clarified in a 17 December email (R-12, p. 7) that the Facility Agreement had been used to finance the supply of only eight turbines, although MINEA and Aenergy had been in negotiations to include four additional turbines within the scope of Contracts no. 7 and 11, by reducing the services provided thereunder. Mr Machado clarified this to MINEA and GE in that e-mail, "*In light of the government's priorities, the possibility of altering the scope of contracts 7 and 11, as proposed in the aforementioned letters from PRODEL and ENDE, did not materialize. Consequently, no contractual changes were made to the AE/PRODEL and AE/ENDE contracts*". The SoC (¶22) is perfectly in line with this. Mr da Costa's statement that the Four Turbines had already been paid with funds provided under the Facility Agreement was motivated by the fact that he had forged letters of intent to that effect (C-42, p. 6). Evidently, he did not want to contradict himself. The Claimant's alleged participation in the forgery or the Claimant's alleged knowledge that the Four Turbines had been included in the Facility Agreement are not material to the outcome of the dispute. *See*	
Reference in Memorial		
SoC, p. 5, § 22; SoD, p. 2 § 12; pp. 23-24, § 83-84; p. 29 § 103; p. 67, §§ 248-252. R-0012; R-0050, p. 75, § 349.		

	section 2.1, in particular, ¶¶35-37; 59-66 above.	
R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested documents are not in possession, custody or control of the Respondent as the Respondent was not aware and did not participate in the forgery scheme concluded by the Claimant. On the other hand, the Respondent reasonably believes it is in the Claimant's possession, custody, or control as it was the Claimant who orchestrated the forgery of the documents falsely agreed between GE and the Respondent. The Claimant and Mr. da Costa's communications in preparation of the meeting are not in possession of the Respondent.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**

O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Respondent's No. 26 is partially granted by the Tribunal as the production shall be limited to item (ii) [i.e. internal documents, notes or summaries from the meetings of 5 and 7 December 2018 between the Claimant, Mr. Bento, Mr. da Costa, MINEA and DAR].		

<table>
<tr><th colspan="3">Document Request No. 27</th></tr>
<tr><th colspan="3">R1: Description of requested Documents (max. 200 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>The following document of the ICC Arbitration brought by GE against AEnergy:
(i) The Settlement Agreement entered into by GE and AEnergy that terminated the ICC Arbitration.</td><td rowspan="3">The Claimant objects to this request.</td><td rowspan="3"></td></tr>
<tr><td>Time frame of issuance</td></tr>
<tr><td>The Respondent does not know the exact date of the Settlement Agreement. The Respondent only knows that it occurred before 28 November 2023, based on the news report contained in Exhibit R-0034.</td></tr>
<tr><th colspan="3">R2: Relevance and materiality (max. 250 words)</th></tr>
<tr><th>Requesting Party</th><th>Requested Party</th><th>Tribunal</th></tr>
<tr><td>R: Pursuant to the news report contained in exhibit R-0034: “[a]ccording to an official source, four legal actions were underway, in different jurisdictions, related to the payment of compensation for damages caused by the termination of contracts and falsification of documents. AEnergy withdrew the process [the ICC Arbitration] after reaching an agreement, the terms of which are confidential, with GE, according to a document to which Lusa had access.”
Consequently, the requested document is relevant to the outcome of the dispute as it will allow to clarify what were the terms of the Settlement entered into between GE and AEnergy.

M: The requested document is material to this case because it may demonstrate that AEnergy – and, consequently, the Claimant – has already been compensated for the alleged damages sought in this arbitration through the Settlement Agreement in the ICC Case. Accordingly, the document is essential to rebut the Claimant’s position on damages.</td><td rowspan="3">The Respondent asserts that the settlement “may demonstrate” that Aenergy has already been compensated for damages claimed in this arbitration. However, the ICC Arbitration involved entirely different claims arising from different legal relationships (contractual claims between Aenergy and GE under the Supply Contracts) than those asserted in this arbitration (investment treaty claims by Mr Machado against Angola arising from sovereign acts). There is no basis to suspect that any settlement of the former might encompass compensation for the latter.</td><td rowspan="3"></td></tr>
<tr><td>Reference in Memorial</td></tr>
<tr><td>SoD, pp. 151-156, §§540-555.</td></tr>
</table>

R3: Not in possession of requesting Party (max. 100 words)		
Requesting Party	**Requested Party**	**Tribunal**
The requested document is not in the Respondent's possession, custody, or control. The Respondent reasonably believes they are in the Claimant's possession, custody, or control since the ICC Arbitration concerned a matter between AEnergy and GE and the Claimant exercises control over AEnergy since its inception. Thus, it is feasible to believe that the Settlement Agreement of the ICC Arbitration is in the Claimant's possession, custody or control.		
O1: Legal or settlement privilege (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O2: Production is unreasonably burdensome (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
O3: Loss or destruction (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
O4: Technical or commercial confidentiality (max. 200 words)		
Requested Party	**Requesting Party**	**Tribunal**
The Settlement Agreement is subject to very strict confidentiality obligations. It expressly contemplates that Aenergy and GE may only make the following statement to third parties: "*GE and AE have resolved their disputes on confidential terms*". Notwithstanding this, should the Arbitral Tribunal consider it relevant and material to the outcome of the dispute, Mr Machado would be willing to provide a copy for the Arbitral Tribunal's eyes only, subject to the prior approval of the other party to the Settlement Agreement, and on the understanding that the Arbitral	Taking into consideration that the Respondent was unable to obtain GE's authorization for Mr. Ricardo Machado to produce the Settlement Agreement in this arbitration, the Respondent hereby withdraws this request.	

Tribunal will maintain the confidentiality of such agreement and its contents, in accordance with the confidentiality provisions and agreements on disclosure contained in the agreement itself.		
O5: Special political or institutional sensitivity (max. 250 words)		
Requested Party	**Requesting Party**	**Tribunal**
O6: Production affects fairness or equality of procedure (max. 100 words)		
Requested Party	**Requesting Party**	**Tribunal**
Tribunal's Decision		
The Tribunal takes note of the Respondent's withdrawal of this request.		