

For the attention of:
Mr. Michael Chilufya Sata
President of the Republic of Zambia
State House
Lusaka
Republic of Zambia

From:
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By e-mail and DHL

Paris, 28 March 2014

**RE. : CHALLENGE TO SIGN A PERMANENT COURT OF ARBITRATION SUBMISSION
AGREEMENT**

Dear President Michael Chilufya Sata,

We are writing you on behalf of the Barotseland National Freedom Alliance (“BNFA”), which our firm represents in tandem with co-counsel Ms. Sylvana Sinha.

It would be unfair to hold you personally responsible for the issues concerning Barotseland’s status within the Republic of Zambia (“Zambia”) today, for it was primarily your predecessors, including the former President Kenneth Kaunda, who made a mockery of the Barotseland Agreement 1964 by which Barotseland became a part of Zambia.

Nevertheless, given your position as the President of Zambia, on behalf of our clients, and the People of Barotseland, we would like to propose a peaceful solution to end the outstanding issues of Barotseland’s disengagement from Zambia. If you believe that Zambia’s position is legal, then you should have no difficulty with respect to our simple proposal that you sign the enclosed arbitration agreement so that this matter may be settled in accordance with the law.

It is our client’s position that the undisputed legal basis for the creation of modern Zambia, formed by Barotseland and the rest of Northern Rhodesia, is the Barotseland Agreement of May

18, 1964 (“Barotseland Agreement”), which we submit must be legally qualified as an international treaty signed by Sir Mwanawina III, OBE, then King of Barotseland, Mr. Kenneth Kaunda, the Prime Minister of Northern Rhodesia (to be renamed Zambia), and the Secretary of State for Commonwealth Relations and for the Colonies on behalf of the United Kingdom.

Starting in October 1965, the Zambian Government began to violate its obligations under the Barotseland Agreement, and it has continued to violate both the spirit and the letter of this treaty, even going so far as to purport to annul it constitutionally and by wrongfully stripping Barotseland of powers over its land.

Our client’s position is that **Zambia has flagrantly violated the Barotseland Agreement** by refusing to comply with its obligations to maintain the special autonomous status of Barotseland and by depriving Barotseland of its full economic potential.

Furthermore, it is our client’s position that Zambia’s unilateral attempts to renounce the Barotseland Agreement and to deny Barotseland the right to an autonomous existence represent **a repudiatory breach of the Barotseland Agreement**, granting Barotseland the right to terminate the treaty once and for all and to determine its own fate.

Our client’s position is also that **Barotseland validly exercised its right to terminate the Barotseland Agreement on 26th and 27th March 2012**, when a National Council representing the people of Barotseland formally recognized the abrogation of the Barotseland Agreement by the Zambian Government, thereby freeing Barotseland from its former union with Northern Rhodesia. Therefore, resolutions such as the following must be given their full legal effect:

“The people of Barotseland shall exercise their right to revert Barotseland to its original status as a sovereign nation, so that the people of Barotseland shall determine their political, cultural, social and economic development.”

On the basis of the BNC Resolution, and under international law, **Barotseland has therefore legally reverted to the status of being an independent nation.**

It is further our client’s position that the continuing attempts by Zambia to force an independent nation to remain under its yoke, without its consent, is a flagrant violation of international law, with the result that, under international law, **Zambian authorities and State institutions must immediately vacate Barotseland.**

If you believe that any of the above positions are incorrect, and that Zambia’s actions have in fact been legal as a matter of international law, then **our clients invite you to prove it**, by

signing the following arbitration clause, which would allow for an independent and impartial international arbitral tribunal to determine the validity of Zambia's actions as well as the current legal status of Barotseland under public international law. This issue is separate, but complementary, to the issue of Zambia's violations of the African Charter on Human and Peoples' Rights with respect to the people of Barotseland, which is currently being examined by the African Commission of Human and Peoples Rights in Banjul.

You may be disinclined to sign the following arbitration agreement, but you would have nothing to fear if Zambia's actions and positions were in fact legal. We hope you realize that your failure to sign the arbitration agreement must be viewed by the international community as an acknowledgement that Zambia has acted illegally in its relationship with Barotseland. If we do not hear from you within two months from the date of this letter, we shall consider the matter to have been ignored in bad faith by you and the Zambian Government, and our clients reserve their right to pursue the other options that are available to them at this time.

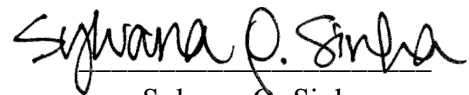
With this in mind, we trust that you will sign the enclosed arbitration clause, which grants jurisdiction to a neutral arbitral tribunal to peacefully resolve all of Barotseland's outstanding disputes with Zambia.

Your failure to sign this arbitration clause would not surprise us in the least, but can only be viewed as a clear admission that Zambia's actions with respect to Barotseland are in violation of international law.

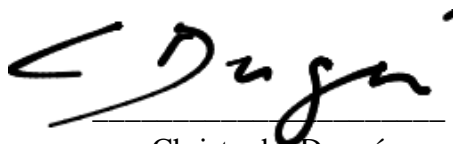
Sincerely yours,



William Kirtley
Dugué & Kirtley AARPI



Sylvana Q. Sinha



Christophe Dugué
Dugué & Kirtley AARPI

Encl. - *PCA Submission Agreement (signed)*