

Mining Agreement

Between

The Republic of Guinea

Lissa Mining Services Company Limited

and

International Mining Development S.A.

relating to

The development, construction and operation of a bauxite mine, an alumina refinery and ancillary facilities in the Fria Prefecture

ZK

M

RUB

CONTENTS

PREAMBLE.....	4
CHAPTER 1: GENERAL PROVISIONS	6
ARTICLE 1: DEFINITIONS AND INTERPRETATIONS	6
ARTICLE 2: PURPOSE OF THIS AGREEMENT.....	10
ARTICLE 3: APPLICABLE LAW.....	11
ARTICLE 4: TERM AND RENEWAL OF THE AGREEMENT.....	11
ARTICLE 5: OPERATIONS AND MINERALS COVERED BY THE AGREEMENT.....	11
ARTICLE 6: DESCRIPTION OF THE PROJECT.....	11
CHAPTER 2: DEVELOPMENT	14
ARTICLE 7: EXPLORATION.....	14
ARTICLE 8: IMPLEMENTATION STUDY.....	14
ARTICLE 9: MINING CONCESSIONS	15
ARTICLE 10: PROGRESSIVE DEVELOPMENT OF THE CONCESSION	15
ARTICLE 11: PROJECT COMPANY.....	16
ARTICLE 12: PARTICIPATION OF THE STATE.....	16
ARTICLE 13: RIGHT OF OPERATION.....	16
ARTICLE 14: COMMERCIAL PRODUCTION.....	16
ARTICLE 15: RIGHT OF ACCESS OF THE STATE.....	17
CHAPTER 3: CONSTRUCTION – OPERATION – EXPANSION.....	18
ARTICLE 16: FINANCING OF THE PROJECT	18
ARTICLE 17: CONSTRUCTION PHASE.....	18
ARTICLE 18: EXPLOITATION PHASE.....	18
ARTICLE 19: EXPANSION PHASE.....	19
ARTICLE 20: SCHEDULE OF INSTALLATIONS AND INFRASTRUCTURE.....	20
CHAPTER 4: UNDERTAKINGS OF THE INVESTOR AND IMD	23
ARTICLE 21: SUB-CONTRACTING – TRANSFER OF COSTS AND CHARGES	23
ARTICLE 22: EMPLOYMENT AND STAFF.....	23
ARTICLE 23: INSURANCE	24
ARTICLE 24: PURCHASES, SUPPLIES AND SERVICES.....	25

ARTICLE 25: FREIGHT AND MARITIME TRANSPORT	25
ARTICLE 26: PROTECTION OF THE ENVIRONMENT AND CULTURAL HERITAGE	25
ARTICLE 27: ENVIRONMENTAL IMPACT STUDY AND PROTECTION PLAN	25
ARTICLE 28: INDEMNIFICATION OBLIGATION	26
CHAPTER 5: STATE GUARANTEES	27
ARTICLE 29: CO-OPERATION OF ADMINISTRATIVE AUTHORITIES	27
ARTICLE 30: STABILISATION OF LEGISLATION	28
ARTICLE 31: FINANCIAL AND ECONOMIC GUARANTEES	29
ARTICLE 32: EXCHANGE CONTROL GUARANTEES	29
ARTICLE 33: ADMINISTRATIVE, LAND AND MINING GUARANTEES	30
CHAPTER 6: FISCAL AND CUSTOMS REGIME	33
ARTICLE 34: GENERAL PROVISIONS	33
ARTICLE 35: FISCAL REGIME APPLICABLE TO THE INITIAL PHASE	33
ARTICLE 36: FISCAL REGIME APPLICABLE TO THE OPERATIONAL PHASE	34
ARTICLE 37: CUSTOMS REGIME APPLICABLE TO THE CONSTRUCTION PHASE AND WORKS ON ANY EXPANSION	36
ARTICLE 38: CUSTOMS REGIME APPLICABLE TO THE EXPLOITATION PHASE	37
ARTICLE 39: STABILISATION OF THE FISCAL AND CUSTOMS REGIME	39
ARTICLE 40: MISCELLANEOUS PROVISIONS	39
CHAPTER 7: MISCELLANEOUS AND FINAL PROVISIONS	41
ARTICLE 41: VALIDITY OF THE AGREEMENT	41
ARTICLE 42: DURATION OF THE MINING CONCESSIONS	41
ARTICLE 43: TERMINATION OF THIS AGREEMENT	41
ARTICLE 44: ASSIGNMENT, TRANSFER AND LEASE	42
ARTICLE 45: LANGUAGE AND MEASUREMENT SYSTEM	43
ARTICLE 46: DISPUTE RESOLUTION	43
ARTICLE 47: MODIFICATION	45
ARTICLE 48: FORCE MAJEURE	45
ARTICLE 49: CONFIDENTIALITY	46
ARTICLE 50: GENERAL PROVISIONS	46
ARTICLE 51: NOTICES	47

SCHEDULE 1 : ACCOUNTING AND TAX SCHEDULE..... 51
SCHEDULE 2 : INFRASTRUCTURE DEVELOPMENT AND USE AGREEMENT..... 52
SCHEDULE 3 : INDUSTRIAL ZONE..... 53
SCHEDULE 4 : PORT AREA..... 47
SCHEDULE 5 : MINING PERIMETER..... 48
SCHEDULE 6 : PORT AGREEMENT..... 49
SCHEDULE 7 : TIME SCHEDULE..... 50

ZK

BY

AKB

THIS MINING AGREEMENT is entered into in Conakry, Republic of Guinea
on June 2010

BETWEEN:

- (1) THE REPUBLIC OF GUINEA, duly represented by the Minister responsible for Mines and Geology, Mr. Mahmoud THIAM, hereinafter referred to as the "State";

On the one hand

And

- (2) LISSA MINING SERVICES COMPANY LIMITED, (hereinafter referred to as the "Investor") a company incorporated under the laws of the Republic of Ireland, having its registered office at Unit 19, Block D, Butler's Court, 77 Sir John Rogerson's Quay, Dublin 2, Ireland and represented by Mr. Ziad KAWASH; and

- (3) INTERNATIONAL MINING DEVELOPMENT S.A., a company incorporated under the laws of the Republic of Guinea, having its registered office at Koulewondy, 6^{ème} Av Bld Telly Diallo, Kaloum, Conakry, duly represented by the chairman of its board of directors, Mr. Seydouba BANGOURA, hereinafter referred to as the "Company" or "IMD".

On the other hand

The State, the Investor and the Company are hereinafter referred to as the "**Parties**".

PREAMBLE:

- (A) The State, in furtherance of its desire to promote the enhancement of mining and industrial activities in the Republic of Guinea, has decided that such enhancement and mining activities may be conducted by or with the aid of foreign investors, with a view to advancing the economic development and promoting the well-being of its people.
- (B) The State, within the scope of this policy, aims to enhance the value of the significant high-grade bauxite resources in the region of Fria, by their study, extraction, transformation and commercialisation. The policy aims, in addition, to encourage the development of such mineral resources and of the mining infrastructure put in place by the State, together with the construction of industrial installations in the Fria Prefecture for the transformation of such mineral resources.
- (C) The Project is located in an area of low economic development and its particular characteristics require substantial investments, including large-scale infrastructure, which will benefit the national economy.
- (D) The State, in order no. A 2008/3868/MMG/SGG of 24 October 2008, granted International Mining Development S.A. three permits for the exploration of bauxite in the territory covered by the Agreement.
- (E) IMD has, in compliance with the terms of this order, carried out exploration and geological survey works on these permits.

(F) The Parties seek a transparent management of the investments, which reflects the two following principles:

(1) the State expects actual contributions to economic development and the promotion of the well-being of its citizens; these contributions will result from exploration, development and large-scale expansion activities for national mineral substances and its assets; and

(2) the Investor and the Company expect that the terms and conditions set out in this Agreement will allow, through non-discriminatory treatment with respect to comparable projects in the Republic of Guinea, the planning, obtaining and use of considerable financial and technical resources for the Activities (such as are defined below), with the purpose of realising a return on investment which takes into consideration: risks associated to exploration activities, requirements of financial investors, high costs linked to comparable mining and industrial activities over long periods, international and domestic conditions applicable to the mining industry and an improved financial return resulting from the Company's performance.

The profit from tax and customs exemptions arising from laws, codes and agreements will require the joint approval of the minister responsible for mines and the minister responsible for finance of the specifications and mining lists in accordance with Chapter 6 of this Agreement, it being understood that this Agreement is being approved by the minister responsible for finance mandatorily required for any document containing provisions relating to exemptions, tax and customs relief.

(G) The Investor and the Company have expressed the desire to build, possess and enhance the areas put at their disposal for the purpose of mining and industrial development activities, which include the extraction of bauxite and its transformation into alumina, and the design, development, financing, construction, ownership and operation of one or several alumina refineries in Guinea as well as of an alumina terminal in the Conakry port and the improvement of the rail, roadway and related Infrastructure (as such term is hereinafter defined) required for the implementation of such project, such as installations necessary for power generation and the use of water resources, communication installations, housing and related social installations, real estate improvements, in existence or to be built for the purposes of such project. The Project is expected to include, among others, an alumina refinery with a production capacity of three million metric tons per year (the "Refinery"), to be developed at the Investor's option in one or several stages and capable of Expansion (as such term is defined below) if the bauxite reserves and the economical conditions justify it, to be supplied by one or several bauxite mines with sufficient capacity for that purpose. Part of the bauxite production may be exported.

(H) The State in particular recognizes the need to make bauxite mining more competitive, in compliance with Articles 84 and 85 of the Mining Code and thus grants the particular terms provided by these articles. Accordingly, the Parties have initiated discussions in relation to a mining agreement in accordance with the Mining Code, under the terms of which the State will, among other matters, initially grant IMD one mining concession such as is defined below for the supply of bauxite to the Refinery or export purposes, as the case may be, and the benefit of all the rights which are necessary for the purposes of implementing the Project.

(I) The Investor has available to it all required technical, technological and commercial capacity for the implementation and operation of the Project, and it has all the capability to seek the financing necessary for the implementation of the Project.

(J) The State wishes the Project to start as soon as possible and acknowledges that the

development of the Project will be strictly dependent upon the ability of the Investor and IMD to benefit from all the rights set out in this Agreement.

- (K) The Investor represents that it understands the objectives of the State as expressly set out in this Preamble.
- (L) The terms and conditions of this Agreement have been negotiated and approved by the Parties.

THE PARTIES THEREFORE AGREE:

CHAPTER 1: GENERAL PROVISIONS

Article 1: Definitions and Interpretations

1.1 Definitions

For the purpose of this Agreement, the terms used in this Agreement and starting with a capital letter shall have the following meaning unless stipulated to the contrary:

"Accounting and Tax Schedule" refers to Schedule 1 to this Agreement.

"ACG" refers to the Alumina Company of Guinea.

"Activities" refers to the Exploration Activities, Development, Mining Operations, Transformation Operations, transport, exports, handling, marketing and sales of Mineral Substances and any other activity required or useful within the scope of the Project.

"Affiliated Company" refers to, with respect to the Company or the Investor:

- a) a company in which the Company or the Investor holds at least five percent (5%) of shares or ownership;
- b) a company which holds at least five percent (5%) of shares or ownership of the Company or the Investor;
- c) for the application of this Agreement, a company which is an Affiliated Company, according to the definition provided in paragraphs a) and b), of an Affiliated Company of the Company or the Investor;
- d) a company which, directly or indirectly, is controlled by the Company or the Investor, controls the Company or the Investor or is under the same control as the Company or the Investor;
- e) a shareholder, owner or group of shareholders or owners of the Company, Investor or an Affiliated Company.

For the application of paragraph d), the term "control" refers to the direct or indirect power to run or have run the management and policies of another company. It includes the power to exercise control or purchase control, directly or indirectly, of the business of this company and the ability to purchase at least fifty percent (50%) of the share capital or voting rights in this company. To this end, a creditor who loans, directly or indirectly, money to a company, except in the normal course of money-lending, may be considered to have the ability to purchase at least fifty percent (50%) of

the capital or voting rights of this company if the total loan is of at least fifty percent (50%) of the funds borrowed this company.

"Agreement" refers to this Agreement including its Schedules as well as any modification that may be made to it.

"Alumina Train" refers to a train of the Refinery, of an annual production capacity of approximately 1.5 million tons of alumina.

"Assets" refers to all property, rights, titles and interests present or future, moveable or immovable, corporeal or incorporeal, belonging to the Investor, IMD and their Affiliated Companies, or put at their disposal or granted to them by the State or by any third party, together with the rights granted to the Investor and IMD under this Agreement or under any other agreement (including the Infrastructure Development and Use Agreement) relating to the design, development, construction, financing, ownership or operation of the various elements of the Project (including, without limitation, the profits and revenues which will result from the Project and which will be paid or payable to the Investor and IMD or for their account).

"Authorisations" refers to all administrative acts, such as permits, consents, approvals, ratifications, waivers and exemptions, entry, exit and residence visas, importation and exportation licenses, administrative registrations, decrees, orders, mining rights (research and exploration and mining rights), rulings, circulars, tax and customs exemption certificates and other authorisations in whatever form, required in the Republic of Guinea to carry out any of the Project Activities.

"Authority" refers to the State and the Government of the Republic of Guinea including in particular any ministerial department, any public administration, any body or agency authorised to act in the name of the State under the law of Guinea, exercising legislative, executive, or judicial power or any entity having a mandate to exercise such a power at a local, regional or national level.

"CIF" refers to Cost, Insurance and Freight included.

"Commercial Production" is defined in clause 11.

"Contractual Period" refers to the period covered by the term of the Agreement.

"Current Legislation" refers to Guinean regulations (laws, orders, decrees, rulings, decisions, instructions, case law, etc.) known and in existence on the date of signature of this Agreement and adopted on this date taking into consideration the interpretation made of them on that same date in Guinea and in application of international practices for large mining projects.

"Date of Commercial Production" refers to the date of start of commercial production of the Project in accordance with clause 13.

"Development" refers to the works undertaken for the exploration and preparation of ores or mining deposits for Mining Operations and Transformation Operations, including the construction and commissioning of the required infrastructure and installations, such as delimitation drilling, the construction of roads, stripping the overburden, crushing, concentration, transport, communication infrastructures and electrical installations.

"Dollar" or "USD" refers to the American dollar, the currency of the United States of America.

"Effective Date" refers to the date this Agreement takes effect in accordance with clause 41.

"Existing Infrastructure" refers to the Conakry-Fria railway and the existing Conakry port.

"Expansion" refers to any development, design, construction, financing, ownership, operation and maintenance activity intended, within the Mining Perimeter, (i) to increase the alumina production capacity of the Refinery beyond the initial capacity, or (ii) to develop, construct, finance and operate a new refinery, or (iii) to develop, construct, finance and operate a new bauxite mine.

"Exploration Activities" refers to the investigations into the surface, subsurface and underground with a view to discovering or bringing out deposits of Mineral Substances, delimiting them and assessing their size and the possibilities for Mining Operations, including geological, geochemical, geophysical and mining works as well as laboratory analyses and tests.

"Exploration Permits" refers to the three exploration permits granted to IMD under order no. A 2008/3868/MMG/SGG dated 27 October 2008.

"Fiscal and Customs Regime" refers to the fiscal and customs regime applicable to the Project.

"FOB" refers to Free On Board.

"Force Majeure" refers to any unforeseeable event or circumstance, irresistible and independent of the will of a Party and which hinders or makes it impossible for this Party to perform its obligations.

"FRIGUIA" refers to the company Friguia.

"ICSID" refers to the International Centre for Settlement of Investment Disputes.

"Implementation Studies" refers to the technical, financial, socio-economic, environmental, demographic and other studies considered necessary to design, develop, construct and finance the Project.

"Industrial Installations and Equipment" refers to the installations and equipment for the manufacture, storage and handling of bauxite, alumina, input products and other products and supplies.

"Infrastructure" refers to the road, rail, port and other infrastructure including, without limitation, the roads, railroads, port installations, power and water infrastructure, hospitals, housing, schools and other outlets and means of communication (such as pipelines and other transmission lines) in existence or to be created for the purpose of the Project.

"Infrastructure Development and Use Agreement" refers to any provisions relating to the practical and logistical terms of use of FRIGUIA's infrastructure under concession with ACG to be concluded with the State, the Investor, IMD, FRIGUIA and ACG and which shall constitute automatically as of the date of its signing Schedule 2 to this Agreement.

"Mineral Substance" refers to a solid, liquid or gaseous substance on or in the earth, formed by or subject to geological processes, including rock formations and deposits, coal, gaseous layers of coal, asphaltic sands, any substance that could be extracted from coal, shale or asphaltic sands, mineral water or mineral mixtures contained in mineral residues, excluding petroleum and water without mineral content.

"Mining Code" refers to the instrument ratified by Law L/95/036/CTRN of 30 June 1995 constituting the mining code of the Republic of Guinea including (subject to clause 30) any amendment, modification, addition or extension in this respect or any related order or implementing decree.

"Mining Concession" refers to the mining concession granted to the Company by the State under the Mining Code in force and the terms provided in this Agreement, relating to the Mining

Perimeter, such as can be divided in accordance with the provisions of the Mining Code and this Agreement.

"Mining Exploitation" refers to operations and works related to the technical and economic use of Mineral Substances, including activities to develop a mine, extract, handle, transform or improve the Mineral Substances as well as activities required or linked to the sale of these Mineral Substances.

"Mining Operations" refers to all the operations and works carried out within the scope of Mining Exploitation, including Mineral Substance Exploration Activities.

"Mining Perimeter" refers to the perimeter defined in Schedule 5.

"Person" refers to any natural or legal person, company or any other form of corporate body.

"Port Agreement" refers to the agreement made between the Port Autonome de Conakry and a company designated by the Investor relating to the construction and use of the Port Installations and the use of the port of Conakry, necessary for the Project, enclosed in Schedule 6.

"Port Autonome de Conakry" refers to the State-owned entity currently in charge of managing the port of Conakry, or any entity which would assume this role in the future.

"Port Installations" refers to a new quay and jetty to be constructed in the port of Conakry for the purpose of the Project.

"Project" refers to the project which is the subject of this Agreement.

"Project Company" refers to IMD and the Investor as well as their successors or any other Person to whom all or part of the Company's rights and obligations provided in this Agreement have been transferred under the terms of this Agreement.

"Refinery" refers to the processing unit in which bauxite is converted into alumina, built for the performance of the purpose of this Agreement.

"Schedule" refers to the documents listed at the end of this Agreement which set out the details of, or complete, the provisions of this Agreement, of which they form an integral part.

"State" refers to the State of the Republic of Guinea or its authorised representative.

"Sub-contractor" refers to any Person who under an agreement made directly or indirectly with the Company or the Investor provides services or performs works related to the Activities.

"Tax" refers to any tax, value added tax, duty, stamp duty, charge, customs levy, fee or royalty (as well as social charges) and, more generally, any fiscal or quasi-fiscal levy for the benefit of the State or any other Authority including any public or private body commissioned with the management of a public service or with a public service assignment.

"Transformation Operations" refers to the operations and works carried out within the scope of Mining Exploitation with the purpose of recovering mining products that need to be treated, concentrated, improved or separated from other extracted mineral substances or which have already been subject to treatment.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (A) The singular includes the plural and the masculine gender includes the feminine and vice versa.
- (B) The contents table as well as the division of this Agreement into clauses, paragraphs and subsections and the inclusion of titles only serve to facilitate the reading of this Agreement and must not in any way affect its interpretation.
- (C) Any reference to a law or any other legislation includes any amendment, modification, addition or law replacing it (subject to the provisions of clause 30).
- (D) Any reference to an amount of money is a reference to an amount in US Dollars, unless otherwise stated.
- (E) In the case of uncertainty concerning any description of a perimeter or area in this Agreement through geographic coordinates, maps or map sketches, only the geographic coordinates will prevail.
- (F) Any reference to a Party includes any authorised successor of this Party.
- (G) The terms in this Agreement which are not defined have the meaning given to them in the Mining Code, where necessary.

1.3 Schedules

The schedules and exhibits enclosed herein are an integral part of this Agreement.

Article 2: Purpose of this Agreement

- 2.1 The purpose of this Agreement is to define the general economic, legal, administrative, financial, fiscal, customs, land, mining, maritime, environmental and social conditions under which the Parties undertake to carry out the Project.

To this end, the Agreement sets out the conditions under which:

- (A) the Investor and IMD will carry out Exploration Activities and complete feasibility studies within the Mining Perimeter under mining concessions and the provisions of this Agreement and subsequently conduct mining works in one or more bauxite mines within the Mining Perimeter;
- (B) the Investor and IMD will design, develop, construct and operate one or several alumina refineries and ancillary facilities, restore and use existing railway and port infrastructure and construct additional railway facilities and additional facilities in the Conakry port;
- (C) the State will grant the facilities and guarantees that the State accepts to give to the Investor and IMD to allow the implementation of the Project including (i) the granting of a Mining Concession for the supply of one or several Refineries with bauxite resources in the Mining Perimeter, (ii) the utilisation of the Fria railway line, the construction and/or refurbishment of Infrastructure and Industrial Installations and Equipment and (iii) the use and possibly the improvement of the Port Installations and the Friguia railway line, required for the implementation of the Project; and
- (D) the consequences of any failure to comply with their respective undertakings under this Agreement.

- 2.2 All rights granted in favour of the Investor and IMD under this Agreement shall also be, except when the context does not enable it, directly enforceable by their Affiliated Companies, the Sub-contractors, any Project Company or any permitted successor of any of them. In order for a Sub-contractor to benefit from this Agreement its identity and the general nature of the goods and/or services to be provided in relation to the Project will have to have been communicated to the State by IMD, the Investor, any Affiliated Company or any Project Company or any Person already qualifying as a Sub-contractor.

Article 3: Applicable Law

The law applicable to this Agreement is that in force in the Republic of Guinea. If there is a discrepancy and/or conflict with the Current Legislation, the provisions of this Agreement will prevail.

If, specifically, the general terms of this Agreement modify, exclude, contradict or come into conflict with any provision of the Mining Code or any other Current Legislation, this Agreement has precedence. It is expressly acknowledged and accepted by the State that this Agreement includes particular derogations of the Current Legislation, including the Mining Code and legislative and statutory texts which may come into force at any time during the term of this Agreement, derogations which will have legal force and will prevail if there is a conflict with any other text. In particular, if a provision of the Current Legislation affects the interpretation or implementation of any one of the provisions provided herein, the provision of this Agreement will prevail.

Article 4: Term and Renewal of the Agreement

4.1 Term

Subject to clause 4.3, this Agreement will continue to have effect for a term of seventy five (75) years as of the Effective Date (the "Contractual Period").

4.2 Renewal

At the end of the Contractual Period, the Parties agree to extend this Agreement, under the same terms, until the expiration of the latest of the Mining Concessions.

Article 5: Operations and Minerals Covered by the Agreement

The subject of this Agreement is the Exploration Activities, Development, and Mining Operations, bauxite Transformation Operations under the terms specified in the Mining Code, any applicable law and the provisions of this Agreement.

Article 6: Description of the Project

6.1 Project Aims

The aims of the Project are:

- (A) To explore, assess and extract bauxite resources in the Mining Perimeter covered by this Agreement, for the purposes of their transformation into alumina, export of bauxite or both;
- (B) To construct, possibly in two stages, a Refinery of a capacity of approximately 3 million metric tons per year as well as an industrial site, a bauxite mine, technical installations for the production of water, steam and electricity, and repair and maintenance workshops, as well as Port Installations at the Conakry Port, and possibly one or several additional Refineries or bauxite mines;

- (C) To construct or rehabilitate and use the Industrial Installations and Equipment, and the Port Installations in the Port of Conakry;
- (D) To use, and if necessary rehabilitate, the existing Friguia railway line and rolling stock;
- (E) To design, construct and/or restore, develop, manage, and maintain any other Infrastructure, particularly road and rail (including, without limitation, port, warehousing, transport, energy production, use of water resources etc.) for the purposes of the Project;
- (F) To construct or reinforce the residential and sanitary infrastructure, in particular in the town of Fria where local staff will be recruited as a priority.

6.2 Phases of the Completion of the Project

The different phases of the completion of the Project are as follow:

- (A) The completion of a geological survey aimed at determining whether the bauxite reserves are in sufficient quantity of at least 340 million metric tons, for the initial Mining Concession, and quality (i.e. alumina content of an average of 40% extracted alumina) to supply the contemplated Refinery;
- (B) The technical and financial engineering required for the development in one or several stages at IMD's and the Investor's option of the Refinery with a contemplated maximum alumina production capacity of 3 million metric tons per year subject to any Expansion;
- (C) The identification by the Investor of national and/or international lenders likely to agree to provide the financing, including debt and equity, as well as the provision of risk guarantees, insurance and other security arrangements for the Project;
- (D) The completion by the Investor and IMD of the Implementation Studies in cooperation with the State, it being understood that the State shall ensure that its services and any other Authorities concerned act with the necessary diligence in order not to delay the progress of the Project Activities;
- (E) The negotiation by the Investor and IMD with various Sub-Contractors or third parties of agreements relating to the evaluation, design, construction and operation of the Refinery as well as any equipment, installation, component and Infrastructure linked to the Project;
- (F) The construction and commissioning, in one or several stages at IMD's and the Investor's option, and operation of the Refinery with a maximum alumina production capacity of 3 million metric tons per year, subject to any Expansion, including open bauxite mining operations, technical installations for the production of water, steam and electricity, and repair and maintenance workshops; and
- (G) The reinforcement of the residential and sanitary Infrastructure associated with the Project, in particular in the town of Fria.

The completion of the Project schedule is shown on time charts for works and expenses, constituting Schedule 7.

The successive phases described in this clause 6 shall take place in accordance with the schedule attached as schedule 7 which may be changed by the Investor and IMD to reflect the development of the Project and the actual implementation of its various elements.

The Parties wish the Project works to commence as soon as possible. The State acknowledges that the Project Activities are strictly dependent on the timely delivery of all required Authorisations to the Investor, IMD, their Affiliated Companies and Sub-Contractors, and on the ability of the Investor and IMD to use, for the entire duration of the Project, the Friguia railway and the Port Installations and to access the Infrastructure situated in particular outside the Mining Perimeter most of which are the property of the State or under concession with third parties or which remain to be built.

CHAPTER 2: DEVELOPMENT

Article 7: Exploration

7.1 Exploration Permits

The State has granted IMD three Exploration Permits that are currently valid under the terms and conditions listed in the Mining Code, by Order no. A 2008/3868/MMG/SGG of 27 October 2008.

7.2 Obligations linked to the Exploration Permits

Until the granting of a Mining Concession in accordance with clause 9, IMD agrees to comply with the obligations set out in the Exploration Permits and the applicable regulations.

IMD more specifically agrees to meet the requirements for expenses and the minimum works programme, samples and reports specified in the Order granting the Exploration Permits in application of the Mining Code.

7.3 Access to Geological Information

Upon IMD's request, the State guarantees access to geological and mining information held by the Direction Nationale des Mines (DNM – *national mining authority*) and the Centre de Promotion et de Développement Minier (CPDM – *mining development and promotion centre*) or any other subdivision of the Ministry of Mines.

7.4 Exploration Results

In addition to the study of bauxite deposits contained within the perimeter of the Exploration Permits, exploration will allow the mining exploitation sites and industrial zones to be determined.

Article 8: Implementation Study

IMD and the Investor will carry out Implementation Studies when, based on data gathered during Exploration Activities, they believe that mineral substances are present within the Perimeter covered by the Agreement, in sufficient quantities and quality, and which are likely to be used industrially.

The results of the Implementation Studies will be presented to the Minister of Mines under the following headings:

- Geology and exploitation of mineral deposits
- Alumina plant
- Industrial infrastructures
- Social infrastructures
- Economic and financial feasibility

The Implementation Studies will moreover include environmental, social and economic impact studies.

Article 9: Mining Concessions

9.1 Additional technical studies

IMD will provide to the Ministry of Mines additional technical studies which cover:

- (A) Refinery location study, water reservoir and red mud disposal;
- (B) Railway spur line alignment to access the preferred site from the existing Fria rail system;
- (C) Preliminary ore processing refinery process study, to allow basic design of the Refinery to commence;
- (D) Base line environmental, social and community studies;
- (E) Preliminary design study on the port structures;
- (F) Conakry to Fria rail alternatives analysis.

It is estimated that these additional studies will be available at the earliest ninety (90) days after the Effective Date.

These studies will be added to the geological reserve certification report carried out in March 2010 and any other subsequent geological study.

9.2 Concession

The State agrees to grant IMD in accordance with articles 84 and 85 of the Mining Code a Mining Concession for mining bauxite covering the entirety of the Mining Perimeter, defined in Schedule 5 which is an integral part of this Agreement. Therefore, within thirty (30) days as of the delivery of the additional technical studies defined in clause 9.1 above, the State shall issue a decree confirming this Mining Concession in accordance with the Current Legislation. The duration and terms of renewal of the Mining Concession are provided under clause 42.

Article 10: Progressive Development of the Concession

- 10.1 Within the Concession, IMD and the Investor may define different areas of deposits that are likely to be leased in accordance with article 41 of the Mining Code for their appropriate development. As soon as economically exploitable deposits are identified, the State agrees to authorise any division, assignment or lease requested by IMD or the Investor for one of the parts thus defined.
- 10.2 In addition, once the Refinery is completed and in operation, should the bauxite resources be insufficient to fulfil the full capacity of the Refinery for the duration of this Agreement, the State undertakes to provide to the Investor and IMD, or such other company indicated by the Investor, at their request, mining concessions of capacity and location appropriate to allow the supply of sufficient bauxite to the Refinery for the duration of this Agreement.

Article 11: Project Company

- 11.1 The State acknowledges that the Investor may create or designate, in addition to IMD, one or more additional offshore or Guinean Affiliated Companies or non-Affiliated Companies to hold all or part of the Mining Concessions (each, a "Project Company").
- 11.2 In the event that the Investor designates one or more Guinean Project Companies to hold all or part of the Mining Concessions, such Project Companies shall provide to IMD, to the Investor and to the State a letter confirming that it accepts to be bound by this Agreement, and from the delivery of that letter to the State, to the Investor and to IMD, IMD and the Investor's rights and obligations under this Agreement and the Mining Concessions shall be automatically transferred to such Project Company, in whole in case all Mining Concessions are to be transferred to that Project Company or in part in case only part of the Mining Concessions are to be transferred to it, and the State undertakes to issue a decree approving such transfer of rights and obligations to such Project Company within thirty (30) days, subject only to the formalities required under the Mining Code.

Article 12: Participation of the State

- 12.1 Before the financial close of the initial Project, the State shall have the right to purchase up to twenty percent (20%) of the share capital of the company which is the direct owner of the Refinery. This option may be exercised subject that the purchase of shares (i) shall not have a negative or potentially negative effect on the Investor's ability to mobilise the Project financing, (ii) shall not affect the principles of management and governance governing the company in question prior to the purchase of these shares by the State and (iii) shall not limit or have a negative effect on the rights and obligations of IMD and the Investor under this Agreement.
- 12.2 The State and the Investor shall decide by mutual agreement the mechanisms to be used to carry out this purchase. The purchase price shall be equivalent to the percentage of the Project development costs on the purchase date corresponding to the shares purchased or subscribed by the State. "Development costs" means the total cost of any investments made for the Project on the date in question.
- 12.3 The Investor or any other Person named at any time by the Investor to the State shall have a right of first refusal if the State decides to sell all or a part of its interest purchased in accordance with this clause.

Article 13: Right of Operation

- 13.1 The Investor and IMD shall carry out all industrial mining, transformation and marketing activities within the limits and conditions set out in this Agreement.
- 13.2 The Parties agree that the Investor and IMD shall have, during the term of this Agreement, the right to produce and market bauxite and alumina according to their requirements.
- 13.3 For the execution of the Project Activities, the Investor and IMD may make use of the services of any Person or any Affiliated Company or Sub-contractor of their choice.

Article 14: Commercial Production

- 14.1 The Investor and IMD shall have the right to export from Guinea without any restriction the bauxite and/or alumina originating from the Mining Perimeter or processed by the Refinery and any Expansion throughout the entire duration of this Agreement.
- 14.2 Commercial production of alumina for each Alumina Train of the Refinery shall be deemed to be reached when the production of such Alumina Train reaches seventy-five thousand

(75,000) metric tons of produced alumina each month over a continuous period of four (4) calendar months. The "Date of Commercial Operation" for an Alumina Train shall be the first day of the first calendar month following that 4-month period of production.

Article 15: Right of access of the State

- 15.1 The State shall have the right to access and visit IMD's offices in the Mining Perimeter and at the Refinery during working hours, provided it has notified IMD in writing of its intention to exercise this right with 48 hours' prior notice and provided it does not impede the smooth running of the commercial and industrial operations of IMD and the Investor, and the Project Activities.
- 15.2 Unless required by law, the State and its representatives shall not be entitled to access information which are subject to confidentiality undertakings with third parties. The State and its representatives shall not communicate to third parties information gathered during such visits without the prior written consent of the Investor and IMD, except for information which is in the public domain.

CHAPTER 3: CONSTRUCTION – OPERATION – EXPANSION

Article 16: Financing of the Project

- 16.1 The Investor agrees to do its best efforts to negotiate any agreements relating to obtaining the financing required for the implementation of the Project by the Investor and IMD and for them to be signed within twenty four (24) months as of the Effective Date.
- 16.2 Financing shall be obtained under a plan which must be communicated by the Investor to the State.
- 16.3 The Investor and IMD agree to provide the Administration and the Central Bank of the Republic of Guinea (BCRG) the level of financial commitments thus obtained as well as the timetable for their repayment.
- 16.4 Without prejudice to the requirements of the lenders which will be set out in the agreements related to the financing of the Project, it is contemplated, as at the date of this Agreement, that the financing of the Project as is envisaged under this Agreement will be 30% equity and 70% external debt.

Article 17: Construction Phase

The development of the Project (studies, construction works and commissioning) shall take place in accordance with the indicative time schedule provided in Schedule 7.

Article 18: Exploitation Phase

18.1 Start of Commercial Production

IMD and the Investor shall do their best efforts to commence Commercial Production in accordance with the indicative time schedule provided in Schedule 7.

18.2 Notice of Commercial Production

IMD must notify the Minister of Mines or any other body appointed by the latter, thirty (30) days in advance, of the date on which it anticipates starting Commercial Production.

18.3 Performance of Operations

- (A) IMD and the Investor agree to carry out exploitation operations in a safe manner, according to trade practice, in accordance with international standards of good practice for the mining industry with minimum impact on the environment.
- (B) IMD and the Investor agree to implement recognised procedures, technologies and standards to maximise the rate of recovery of ores and of the alumina contained therein.

18.4 Production and Maintenance

IMD and the Investor agree to maintain the Industrial Installations and Equipment in a good state of repair to ensure their production programme.

They agree to carry out construction and maintenance works in accordance with good professional practice.

18.5 Marketing

- (A) IMD and the Investor shall be entitled to export, without any restriction, their bauxite and alumina products, throughout the term of this Agreement.
- (B) The methods for measuring and weighing marketed products, applied by IMD and the Investor, shall comply with the provisions of the Current Legislation.
- (C) IMD and the Investor shall sell the products at the best possible market price. They shall freely negotiate the terms and conditions of sale, and fees and commissions compatible with the international market.
- (D) Any sale of a product to an Affiliated Company must be made at prices that are similar to those made with unaffiliated third parties, under the same terms for discounts and commissions.
- (E) At the latest fifteen days after such a sale or provision, IMD and the Investor must provide the Ministry of Mines with all information, data and related sale agreements (subject to their confidentiality obligation).
- (F) The Guinean State may, if it so wishes, purchase a share of production corresponding to its interest in IMD's capital, acquired under the same terms as other shareholder clients, in order to market it.

This purchase option, for a given year, must be exercised, in a written request from the Minister of Mines to IMD, before 1 September of the preceding year. IMD must review the request favourably.

Article 19: Expansion Phase

19.1 Right to Expansion

- (A) The State recognises that IMD and the Investor have the right to make one or several expansions, under the terms of this Agreement, if they consider them appropriate and compliant with their development plan.
- (B) In this perspective, the State approves the necessary expansions of the perimeter of the Mining Concession.
- (C) Each Extension, conducted with the Mining Concession, may constitute a project independent of the Project, and the State agrees to do whatever is necessary so that in this case each project benefits independently from any rights provided in this Agreement for the same duration as the Agreement (or for a longer duration which the Parties shall agree on).
- (D) If the Investor or IMD requests it, the State shall conclude with the Investor, IMD and/or any other company named by the Investor, a new mining agreement. For the extensions made during the stabilization period of 25 years prescribed by the Mining Code, the new mining agreement shall be concluded with the same provisions as this Agreement. For the extensions made after this stabilization period the provisions of the new mining agreement shall not be less favourable than the provisions of the mining agreements in force at that time for similar projects.

19.2 Expansion Request

Before commencing any expansion or developing new deposits, the Company shall communicate to the Minister an estimate of costs, additional capacity and annual production.

Article 20: Schedule of Installations and Infrastructure

- 20.1 The Project shall benefit from the State's necessary support in order to facilitate all the necessary arrangements for the use of the infrastructure required for the Project. The investor and IMD must take the initiative with respect to these measures and fulfil the conditions imposed on them and provided in this Agreement and the Current Legislation.
- 20.2 The State guarantees hereby to the Investor and IMD the right to construct mining, rail and port infrastructures required for the development of the Project during the term of this Agreement under the most favourable conditions possible, which shall be negotiated in separate agreements.
- 20.3 The State guarantees hereby to the Investor and IMD the right to use and improve, where necessary, the existing rail and social infrastructure throughout the term of this Agreement which shall be negotiated in separate agreements.
- 20.4 The State guarantees to the Investor and IMD:
- (A) that the rights and obligations of ACG, FRIGUIA, the State, the Port Autonome de Conakry, the Investor and IMD relating to the use, operation, maintenance and development of Infrastructures, Existing Infrastructures and Port Installations shall be exclusively those stipulated in this Agreement, in the Infrastructure Development and Use Agreement and the Port Agreement. The State shall take the necessary measures to ensure that the financial and logistical terms as well as other obligations relating to the use by the Investor and IMD of the Existing Infrastructures and Port Installations shall be agreed in good faith by ACG and FRIGUIA or any third party concerned, so that the needs and requirements of the Project are met efficiently, in compliance with time limits and as reflected in the Infrastructure Development and Use Agreement and in the Ports Agreement;
 - (B) as of the date of this Agreement and pending the signature of the Infrastructure Development and Use Agreement and the Port Agreement, the Investor and IMD shall have the right to access and use the Existing Infrastructures so as to be able to restore and use them, as well as the Port Installations, the Industrial Installations and Equipment and the Project Activities. For this purpose, the State shall take the necessary measures with FRIGUIA, the Port Autonome de Conakry, ACG and any third party concerned, so that the Investor and IMD can benefit completely from and enjoy in the most effective way this right of access and without undesirable consequences on the implementation of the Project Activities; and
 - (C) the performance by ACG and FRIGUIA of their obligations under the provisions of the Infrastructure Development and Use Agreement.
- 20.5 If, after the date of this Agreement, a third party makes a request to the State to have a right to access the infrastructures used for the Project or which may affect the Project Activities or the Infrastructures used for the Project (including the Port Installations), the State shall immediately submit this request in writing to IMD and the Investor and shall grant this right to access only with their prior written agreement.

20.6 Industrial Installations and Equipment

- (A) IMD and the Investor may purchase, own, assign and re-export the Industrial Installations and Equipment required for the activities covered by the Agreement.
- (B) Upon the definitive end of operations, the State and/or local communities may purchase the Project's immovable assets situated in Guinea at an estimated price based on the residual accounting value audited on the date of assignment. The State and local communities must exercise their option to purchase by notifying the Investor within thirty (30) days of receipt by the State of notice of the definitive end of operations.

20.7 Construction and Use of Infrastructure

- (A) The State hereby guarantees to the Investor and IMD a right of access and use of the Friguia railway line, the port of Conakry and the Existing Infrastructure throughout the term of this Agreement under the most favourable conditions possible, which will be negotiated with the operators of these facilities (except for the Infrastructure to be owned by the Investor or IMD) enabling the Investor and IMD to carry out successfully the Project and the Project Activities and build the required Infrastructure and Industrial Installations and Equipment.
- (B) Practical and logistical terms relating to the use of the Existing Infrastructure, the port of Conakry and the construction of additional Infrastructure which are necessary for the implementation of the Project are specified in the Infrastructure Development and Use Agreement and the Port Agreement. The Infrastructure Development and Use Agreement and the Port Agreement form an integral part of this Agreement.
- (C) In this respect, the State shall take the necessary measures with FRIGUIA, the Conakry port Authorities, ACG and any Authority or third party concerned in order that the Investor and IMD fully enjoy this right of access and use in the most efficient manner and without any adverse effect on the Project Activities or on the obtaining of the financing necessary for the implementation of the Project.
- (D) Based on the concept study already conducted, the Investor and IMD will carry out the feasibility study as regards the rehabilitation or upgrade of railway lines, port and other Infrastructure necessary for the Project. In order to achieve the objectives of this Agreement, the Investor and IMD may carry out, directly or through Sub-contractors, all necessary Infrastructure works and construct, operate, repair and maintain and use all necessary Infrastructure, including the Existing Infrastructure.
- (E) The State acknowledges and accepts that, throughout the term of this Agreement, the Investor and IMD shall have all the rights of ownership and exclusive rights for developing, transforming, constructing, using, exploiting and improving the Industrial Installations and Equipment for the purposes of the Project without any restriction whatsoever.
- (F) The State shall deliver in a timely manner all Authorisations which may be necessary or useful for the development, construction, operation and maintenance, and use of the Infrastructure.
- (G) During this Agreement, if the implementation of the Project requires that additional Infrastructure other than that provided in this Agreement be put into place, then the State shall grant to the Investor and IMD all rights, guarantees, land and Authorisations required and shall enter into any necessary agreements to that

effect with any third parties. The Investor, IMD or designated Sub-contractors shall build at their own cost such Infrastructure in compliance with the Current Legislation and shall become the owner of such Infrastructure, unless otherwise agreed by the Parties.

ZK

MF AYB

CHAPTER 4: UNDERTAKINGS OF THE INVESTOR AND IMD

Article 21: Sub-contracting – Transfer of Costs and Charges

- 21.1 IMD and the Investor may appoint one or several operators or Sub-contractors, who may be Affiliated Companies, for the performance of all or a part of their obligations and rights arising out of this Agreement, provided that:
- (A) IMD and the Investor remain, at all times, fully liable for their obligations and undertakings provided under this Agreement;
 - (B) The operators and Sub-contractors are chosen based on their technical and financial ability in accordance with mining industry standards;
 - (C) The operators and Sub-contractors do not have, with respect to the State, any right or obligation distinct from those of IMD and the Investor.
- 21.2 IMD and the Investor guarantee that any payment to Affiliated Companies for the performance of services or the purchase of supplies relating to their activities shall be documented, reasonable and competitive as if it is related to an unaffiliated third party.
- 21.3 IMD, the Investor and operators as well as Sub-contractors shall give preference to Guinean service providers and suppliers provided they offer competitive prices, quality, quantities and delivery times.

Article 22: Employment and Staff

22.1 Guinean Staff

During the term of this Agreement, the Investor, IMD and their Sub-contractors agree to:

1. Subject to the provisions of this Agreement, employ its Guinean and foreign employees in accordance with Current Legislation in Guinea;
2. Give priority with respect to employment to Guinean nationals and/or residents to meet their unskilled labour needs, under terms of payment that are generally consistent with current practice in Guinea;
3. Give priority with respect to employment to Guineans for any semi-skilled, skilled, executive or senior executive positions;
4. When applicable, promote the replacement of skilled foreign staff with nationals who have acquired the necessary training and experience in the course of employment up to the highest positions in the management of the Project;
5. Set up a training and promotion programme for Guinean staff allowing them to acquire the necessary experience to assume (executive and senior executive) management positions; and
6. Provide basic sanitary installations and housing for staff, in accordance with the Current Legislation and current practice in Guinea.

The Investor, IMD and their Sub-contractors shall have the right to terminate the employment contract of any employee subject to compliance with the applicable provisions of the law of the Republic of Guinea.

22.2 Expatriate Staff

- (A) The Investor, IMD, their Affiliated Companies and Sub-contractors may freely employ expatriate staff as required by them for the effective performance of the Project Activities and their success. The State shall ensure the permits required for these foreign employees are issued by the relevant departments under the following terms:
- (1) Upon the request of IMD, the Investor, their Affiliated Companies or their Sub-contractors, a work permit shall be issued in the name of each expatriate employee in accordance with the prevailing reglementation.
 - (2) Work permits shall be issued for as per the existing reglementation. The renewal of work permits shall be carried out according to the same procedures as those provided in the previous paragraph.
- (B) Expatriate staff and their families (spouses and dependents) must also have a residency visa to be able to reside in Guinea. The visa shall be issued in the name of each of them upon the application of the person concerned or the Investor, IMD, their Affiliated Companies or their Sub-contractors, as applicable. The visa shall be issued within a time limit of fifteen (15) Business Days following the date of the submission of the complete application to the relevant department, except in exceptional cases where, for obvious and objective reasons related to public safety, the issue of the permit is inappropriate. The renewal of the visa shall be carried out following the same procedures as those provided in the previous paragraphs of this clause.
- A long-term multiple-entry visa shall be granted to expatriate staff on the request of the Investor, IMD, their Affiliated Companies or Sub-contractors, where applicable.
- (C) The State shall facilitate the issue and renewal of any administrative documents required for the entry and residence of expatriate staff in the Republic of Guinea and their exit from the country.
- (D) The State undertakes, throughout the term of this Agreement, not to have adopted or promulgated measures relating to the Investor, IMD, their Affiliated Companies or Sub-contractors which may lead to restrictions of the terms under which the Current Legislation authorises:
- (1) The entry, residence and exit of any member of their staff, their family and their personal effects; and
 - (2) The employment and dismissal of expatriate staff of their choosing, regardless of the nationality of this employee.

Article 23: Insurance

The Investor and IMD shall assume the direct consequences of the civil liability which they could incur by reason of any loss or damage of whatever nature, caused to third parties or to their staff in the course of conducting the Project activities or caused by their staff or the equipment or goods of which they are owner or which are placed under their responsibility.

Accordingly, the Investor and IMD shall take out the necessary insurance policies against such risks with insurance and re-insurance companies of their choice, in Guinea or abroad.

Where there is no difference in terms of guarantees, premiums, prices, settlement of claims, use of foreign currencies, creditworthiness and other terms and conditions, the Investor and IMD shall

take out insurance policies from Guinean insurance companies, provided that such insurance policies may be reinsured with first class international companies operating in the re-insurance sector.

Article 24: Purchases, supplies and services

The Investor, IMD, their Affiliated Companies and Sub-Contractors shall whenever possible use services and raw materials from Guinean sources and products manufactured in Guinea insofar as these services and products are available on equally competitive terms as to price, quality, warranties, delivery time and other terms and conditions as on the international market.

The use by the Investor or IMD of a Guinean company in accordance with the terms of the preceding paragraph shall not imply any future obligation in the event that the said company is not able to satisfy the Investor's or IMD's requirements or in the event that the conditions which it proposes are not competitive or if it has not been able to respect all the conditions stipulated above.

Article 25: Freight and Maritime Transport

The Investor and IMD undertake to use their best efforts in order to have up to fifty per cent (50%) of the alumina exported under their responsibility taken by vessels sailing under the Guinean or assimilated flags, provided these vessels meet international seaworthiness standards and hold valid maintenance certificates issued by LLOYDS, and that the conditions of their tenders are equally or more competitive than those which the Investor and IMD would obtain on the freight market for identical terms.

Article 26: Protection of the environment and cultural heritage

The Investor and IMD agree to conduct their activities by:

- Studying and minimising any impact of their activities on the environment, including pollution, any deterioration or attack on biodiversity and ecosystems.
- Restoring and returning the sites affected by their activities to their natural state or a useable state according to the terms of the Mining Code, the Environmental Code and best international practice in the mining sector.
- Complying, as is necessary, with World Bank Directives.

If the Investor and IMD become aware of elements of national cultural heritage, moveable or immovable, in the course of their activities, they undertake not to move them and to promptly inform the administrative authorities so that appropriate measures are taken without causing any delay to the Project Activities.

Article 27: Environmental Impact Study and Protection Plan

- 27.1 The environmental impact study drawn up by the company during the feasibility studies shall take into consideration the initial environmental conditions and shall include information on the types of analysis and results obtained, reflecting the best international practices recognised in the mining sector.
- 27.2 An environmental protection plan drawn up based on the environmental impact study and including the development of activities shall be presented in an enclosure to this environmental impact study.

The plan shall be updated every five (5) years and each time the Company expects to modify its activities leading to a significant change to this plan.

The initial plan and its modifications shall be subject to the approval of the relevant authorities.

Article 28: Indemnification Obligation

- 28.1 Any Party which causes any damage to the other Party within the scope of this Agreement shall have to indemnify this Party for the damage caused.
- 28.2 Indemnification by the defaulting Party must cover all the direct damage suffered, including all costs, expenses, interest and fees and any other disbursements reasonably incurred.
- 28.3 If there is no agreement between the Parties, indemnification shall be determined in accordance with clause 46.
- 28.4 Indemnification shall be paid in US dollars (\$) only.

CHAPTER 5: STATE GUARANTEES

Article 29: Co-operation of administrative authorities

29.1 Co-operation and assistance of administrative authorities

- (A) The State shall diligently take all actions required or useful, and shall give the necessary instructions to the Authorities concerned (including in particular the transport, tax, port and customs Authorities), for the full implementation of this Agreement and the Project and in order for the rights of the Investor, IMD and the Sub-contractors under this Agreement to be fully enforced. The State undertakes to facilitate all steps and procedures by all appropriate measures in accordance with the Current Legislation and undertakes to provide all reasonable assistance necessary for, or to facilitate, the implementation of the Project, and in particular:
- (1) all construction, development, operation, production, sale, transport or enhancement works of bauxite resources for the production of alumina that the Investor and IMD may carry out under this Agreement, and;
 - (2) (i) the completion by the Investor and IMD of the environmental and social impact studies of the Project and its infrastructure components; (ii) the completion by the Investor and IMD of the feasibility studies; (iii) the development, design, construction, financing, ownership, use, operation and maintenance of the Port Installations, the Industrial Installations and Equipment in accordance with this Agreement; (iv) the performance of its obligations under this Agreement, including, without limitation, by transferring to the Investor and IMD free of charge and in accordance with the legislation applicable, all land, in addition to the Mining Perimeter, reasonably required by the Investor and IMD for the design, development, financing, construction, ownership, use, operation, maintenance and upkeep of the Infrastructure and the Industrial Installations and Equipment; and (v) the import and export, as the case may be, to and from the Refinery and the Port Installations and Industrial Installations and Equipment, and through the use of the Friguia railway line, without any restriction whatsoever, of all products, raw materials, goods or equipment required for the Project Activities including of the production of the Refinery or the mines.
- (B) This co-operation shall include, in particular, without limitation, assistance to the Investor's or IMD's employees and representatives during their stay in Guinea (including the granting of visas and necessary Authorisations), free access to the installations and areas contemplated for the Project and to the regions in Guinea which may contain bauxite deposits, to areas contemplated for the unloading infrastructure, and the provision of all relevant technical, legal and tax information which may affect the Project.
- (C) The State warrants that the Investor, IMD and all Sub-contractors of the Project will receive all requested Authorisations to operate without interference and without being subject to any delay in accordance with the terms and conditions set hereunder, in the Infrastructure Development and Use Agreement and in the Port Agreement.
- (D) The State shall identify in a timely manner to the Investor and IMD the competent services in each area concerned in order to facilitate all of the administrative steps set out in paragraph (A) above and shall ensure that the said services provide the Investor and IMD with all necessary assistance and issue in a timely manner all Authorisations.

- (E) The State undertakes that, during the term of this Agreement, it will not pass or enact any measures affecting the Investor and IMD which may be construed as discriminatory in comparison with measures that may be imposed upon companies exercising similar activities in the Republic of Guinea.
- (F) The State guarantees, within the bauxite reserves identified inside the concession, an uninterrupted supply of bauxite for the Refinery.
- (G) The State guarantees the Investor's right to participate in the development of any natural gas reserve and/or any hydro-electrical resource for the fuel and/or energy supply of the Refinery and/or any other refinery which the Investor, IMD and their Affiliated Companies may set up in Guinea in the future for the purpose of the Project.
- (H) The State shall ensure and guarantees to the Investor and IMD that the Authorities will fully co-operate with the Investor and IMD, in particular in order to effect any filings or registrations which may be necessary to protect the rights guaranteed to them under this Agreement.
- (I) The State shall take the necessary measures such that any confirmation which may be required by the lenders, according to which the State fully supports the Project, shall be given.
- (J) The State shall make sure that no development is carried out which is liable to have a negative effect on this Agreement, the Port Installations, the Industrial Installations and Equipment, the Infrastructure Development and Use Agreement, the Port Agreement, or the Project, and in particular that any hydro-electric development on the Konkouré river will not adversely affect the Project.
- (K) The State guarantees to the Investor and IMD that it is unaware of any fact likely to undermine the implementation of the Project or the Project Activities or the effective completion of the Project.

29.2 Non-expropriation guarantee

- (A) The Investor and IMD will have the exclusive right and full liberty to own, operate, maintain, use, enjoy and dispose of all or any of the Assets, in full ownership, and to organise their business in their best interests.
- (B) The State will not expropriate or nationalize all or part of the Project Assets, whether by direct action or by the implementation of regulations, legislation, rulings or court decisions or through the execution of agreements with any third party whatsoever, the effect of which, either individually or in the aggregate, is the expropriation or nationalization of all or part of the Project Assets, or the interference with the full and exclusive enjoyment by the Investor, IMD and their subsidiaries of the rights granted under this Agreement.
- (C) If the State expropriates or nationalizes all or a part of the Project assets, the Investor, IMD and their subsidiaries shall be entitled to a fair and prior indemnification covering all direct damage in accordance with international law.

Article 30: Stabilisation of legislation

- 30.1 The State warrants to the Investor and IMD that the economic and financial benefits and the legal, fiscal and customs terms and conditions provided in this Agreement or applicable on this date shall remain unchanged for twenty five years. Beyond the project

will benefit from the same legislative framework as those afforded to alumina projects at the time.

- 30.2 Any legislative or regulatory provisions which becomes effective after the date of this Agreement and which may result in restricting or reducing the rights of the Investor, IMD, their Affiliated Companies or Sub-contractors, under this Agreement and the Current Legislation, or in increased obligations upon them, will not be applicable to them.
- 30.3 However, the State guarantees to the Investor and IMD that they may decide at any time that any change of common law, at any time, which results in more favourable legislative and statutory provisions, in particular the tax and customs provision, or that any more favourable condition granted to any other investor in Guinea, shall be applicable to the Investor and IMD, provided that if the said developments are subsequently modified in a less favourable manner, the principle of stabilisation of the fiscal and customs regime will apply to the provisions the Investor and IMD have chosen to benefit from, which shall remain in force to their benefit.

Article 31: Financial and economic guarantees

Subject to the provisions of this Agreement, the State, throughout the duration of the Agreement, shall procure that no Authority instigate or enact any measure affecting the Investor, IMD, Affiliated Company or any Sub-contractor which could result in a restriction in the terms and conditions under which the provisions of this Agreement permit:

- The employment of expatriate personnel and their free movement in Guinea;
- The free choice of suppliers and Sub-contractors;
- The free movement in Guinea of equipment and goods, as well as all substances and products resulting from exploration, mining and transformation activities;
- The free importation of equipment, foodstuffs, spare parts, materials, consumables and other goods necessary for the Project and the Project Activities;
- The importation of satellite antenna equipment in compliance with the regulations in force;
- The unrestricted exportation of products; or
- The unrestricted commercialisation of bauxite and alumina.

Article 32: Exchange control guarantees

Subject to the Company meeting its obligations to pay taxes, duties and charges, the State warrants to the Investor and IMD that, throughout the duration of this Agreement:

- (1) The Investor, IMD, their Affiliated Companies and Sub-contractors are authorised to open and maintain bank accounts in foreign countries with foreign commercial banks of international reputation and to hold in these accounts any financing proceeds and the proceeds of any production sales. The Investor, IMD, their Affiliated Companies and Sub-contractors will not be required to repatriate to Guinea amounts held in these accounts except amounts necessary for the expenses of whatever nature incurred by IMD, their Affiliated Companies and Sub-contractors in Guinean Francs in Guinea in the context of the Project, it being specified that all the financial operations and movements corresponding to the activities of IMD must be reflected in its financial accounts in Guinea.
- (2) The Investor, IMD, their Affiliated Companies and Sub-contractors are authorised to hold accounts in Euros or US Dollars or other foreign currencies in Guinea.

The State warrants to the Investor, IMD, their Affiliated Companies and the Sub-contractors the free transfer abroad without restriction or cost (except for normal bank fees) of sale proceeds, funds, dividends and returns on invested capital as well as the proceeds of the liquidation or realisation of their resources or the Assets.

The State warrants to the foreign personnel who are resident in Guinea and employed by the Investor, IMD, their Affiliated Companies and Sub-contractors the free conversion and transfer abroad, without restriction or cost (except for normal bank fees), of all or part of their wages or other elements of remuneration subject to their taxes and other duties having been paid in accordance with the provisions of the Current Legislation and the provisions of this Agreement.

The State warrants the complete convertibility without any restriction of any sum required for the Project, at the market exchange rate in accordance with the Current Legislation. The Investor undertakes however to comply with the exchange control regulations in force on the date of this Agreement provided these regulations are compatible with the rights granted to the Investor and IMD under this Agreement.

Suitable banking arrangements shall be made with Central Bank of the Republic of Guinea, in order to facilitate the opening of accounts abroad for debt servicing.

Article 33: Administrative, land and mining guarantees

On the basis of the results of the environmental impact study, the State, with the financing of IMD or the Investor, shall proceed, at the request of the Investor or IMD and in compliance with all applicable international guidelines, to relocate the communities whose presence on land necessary to the Project would be an impediment to the Project Activities. The Investor or IMD shall pay a fair and equitable indemnification to the inhabitants in question as provided by the Current Legislation.

The State warrants to the Investor and IMD the occupation and the use of all of the land necessary for the Project Activities, both within and outside of the Mining Perimeter.

The State warrants to the Investor and IMD that all the Authorizations required under Current Legislation including those prescribed by the Guinean Land Code, the Environmental Code, the Labour and Social Security Codes, the Mining Code and the Code for Economic Activities and their schedules, shall be promptly issued and at acceptable conditions for the Investor and IMD for the purpose of the implementation of the Project.

By this Agreement and the Mining Concessions, the State grants to the Investor and IMD an exclusive and unrestricted concession over the Mining Perimeter conferring upon the Investor and IMD the exclusive right to implement the Project and to carry out the Project Activities in the Mining Perimeter and in particular, the right, without limitation, to:

- (1) Carry out all activities involved for the exploration for and operation of the bauxite resources throughout the Mining Perimeter, including the transformation of such bauxite resources, the commercialisation of the product derived therefrom, the storage, transport and loading and unloading of raw materials, semi-processed and finished products by any means and the installation of facilities for the preparation, concentration and treatment of such bauxite resources;
- (2) Design, develop, construct, own, operate and maintain, with full property rights, the Refinery, and, as the case may be, any Expansion;
- (3) Access and use the Existing Infrastructure and any other Infrastructure, including the roads, railroads, communication infrastructures, pipelines, transmission lines and related facilities and port and airport installations (whether located within or outside the Mining

Perimeter) in existence or to be built as deemed necessary by the Investor and IMD for the implementation of the Project;

- (4) Carry out all the activities listed under article 73 of the Mining Code without the need for any further Authorisation;
- (5) Design, develop, construct, own, operate and maintain, with full property rights, the sites and/or infrastructure necessary for the autonomous production of energy, including electrical power stations and transmission lines and related facilities;
- (6) Sell excess electrical capacity to any operator authorised by the regulations in force;
- (7) Design, develop, construct, own, operate and maintain, with full priority usage rights, transportation systems to transport products across the Mining Perimeter, including roads, railways, canals, pipelines, landing strips for private aircraft and helicopters, cabling and conveyors. The use of these infrastructures by third parties could be made on mutually acceptable terms, within the limits of available capacities.
- (8) Dredge material from the seabed so as to form a navigable channel for vessels and to deposit the dredged material on land or in another suitable place clear of the channel;
- (9) Access to land outside the Mining Perimeter abutting the Infrastructure for the purpose of obtaining access to equipment and/or materials and water;
- (10) Use, clear, transform and grade the ground in the Mining Perimeter and any vegetation, trees, waterways, facilities, structures, improvements or obstructions located on or under the Mining Perimeter, including the use and the development, construction and operation of dams, water reservoirs, aquifers and water resources;
- (11) Acquire and utilize all raw materials and utilize the goods and resources (whether movable or immovable) that are located on, may be built upon or that are part of the Mining Perimeter, including wood and water resources, fill for the site of the Refinery and dams, ballast for railroads and sand extracted;
- (12) Carry out all activities related to the use of water, energy, raw materials, emission of gas, discharge and storage of liquid and solid waste (including wastewater, red mud and ash) and the formation and storage of red mud;
- (13) Secure the Mining Perimeter by installing fencing or other suitable materials;
- (14) Restrict the access of persons to the Mining Perimeter and related housing and social installations to the extent that such installations are outside of the Mining Perimeter;
- (15) Freely transport and/or import (by rail, sea, road, air or otherwise) all materials, tools, equipment or services needed for the works, and store, load and unload the same in places and in premises related to the Project; and
- (16) Carry out all activities necessary for the development, design, construction, financing, ownership, operation and maintenance of the Project.

The State warrants to the Investor and IMD that:

- (1) the rights and advantages granted to the Investor and IMD under the terms of this Agreement have been conceded, guaranteed and acknowledged in accordance with the Current Legislation, that it will ensure that all action is taken which is necessary for (a) the unrestricted implementation of this Agreement; and (b) the enjoyment by the Investor and IMD of the rights guaranteed hereunder, in the Infrastructure Development and Use

Agreement and in the Port Agreement and that all Authorisations required to this effect have been or will be issued in a timely manner to the Investor and IMD and that all formalities and procedures required by the Current Legislation have been or will be effected in a timely manner when due;

- (2) the maintenance of the validity and effectiveness, or the timely renewal, of the Authorisations granted or to be granted by any Person, entity or Authority necessary for the development, access to and operation of the ground, waterways, seaways and any other Infrastructure of whatever nature necessary for the implementation of the Project. The Authorisations will include, without limitation, approval of the environmental impact assessment, waste-water discharge permits, water rights permits, dredge and fill permits, quarry permits, tree-cutting permits, air quality permits, local electrical, mechanical and building permits and all other local approvals. As soon as possible from the date of a request by the Investor and IMD, the State undertakes to grant the above environmental Authorisations. The Authorisations shall be deemed to be granted in the absence of an express response by the State within a period of one (1) month from the date of the request by the Investor and IMD or such shorter time period provided by the regulations in force.

The State represents and warrants that the land and the subsoil included within the Mining Perimeter and the Mining Concessions and the rights relating thereto, conceded and agreed to under this Agreement, have been conceded and guaranteed in accordance with the Current Legislation and that the Mining Perimeter and the said rights shall remain valid and in force in an exclusive manner throughout the duration of this Agreement, without any restriction whatsoever which could be liable to affect the use by the Investor and IMD of their rights to implement the Project and the carrying out of the Project Activities.

The State represents and warrants that any land necessary for the Project and the Project Activities shall be reserved by the Authorities for the Investor and IMD in such a manner that the necessary Infrastructure may be constructed and used at the desired time and may be used (together with the land) by the Investor and IMD in an exclusive manner or if not in an exclusive manner, on a priority basis, provided that the sharing does not affect in a negative way the efficient pursuit of the Project and for a term expiring no earlier than the same date as this Agreement.

To the extent that the land necessary for the Project Activities is private land, the State shall negotiate, in accordance with the applicable legislation, the purchase of such land at a fair market price by IMD, and if the negotiations are fruitless, the State shall use its prerogatives of public power to acquire such land; the State shall thereafter transfer this land to the Investor and IMD, within a period of time allowing the progression, according to the established time schedules, of the Project Activities, under conditions allowing the Investor and IMD to benefit from and enjoy without restriction all rights attached to the status of full ownership. Any expropriation procedure affecting a third party shall be carried out by the State without delay, in accordance with the indemnification provisions of the Current Legislation on the date of this Agreement.

The State hereby represents and warrants to the Investor and IMD that it has taken and will take in the future all required actions and give all required instructions to the Authorities involved in any manner with the Port Area, including the transportation, the port and customs Authorities so that the rights granted to the Investor and IMD hereunder are fully and constantly respected, throughout the term of this Agreement, particularly as regards the land, the Friguia railway line and the waterways and seaways relating to the Industrial Installations and Equipment and the Port Installations.

Subject to the compliance by IMD with the conditions required under article 46 of the Mining Code, the State guarantees the renewal of the Mining Concessions in accordance with clause 42 of this Agreement and the State undertakes to renew Authorisations and all the rights and titles over the Assets, so that the Project can continue normally until the expiry of the term of this Agreement.

CHAPTER 6: FISCAL AND CUSTOMS REGIME

Article 34: General provisions

The clauses of this chapter 6 together with the Accounting and Tax Schedule define the Fiscal and Customs Regime applicable to the Investor and IMD within the scope of this Agreement. This regime shall apply from the Effective Date until the expiry of the term of this Agreement.

With the exception of the Taxes expressly mentioned in this Agreement and which will be applicable according to the terms set out in this Agreement, the Investor and IMD, their Affiliated Companies and Sub-Contractors will not be subject to any Tax in Guinea throughout the term of this Agreement.

Article 35: Fiscal regime applicable to the initial phase

From the date of signature hereof to the Date of Commercial Production, the Investor, IMD, their Affiliated Companies and Sub-contractors will be exempt from any Tax (including VAT) for all Project Activities undertaken during this period, whatever their date of effective payment, except for those set out exhaustively hereafter:

35.1 Social Security Contributions

The Investor, IMD, the Affiliated Companies and the Sub-contractors shall pay their share of social security contributions as employers, in accordance with Current Legislation, on the salaries of any staff of Guinean nationality; workers' contributions are borne by staff.

35.2 Withholding tax

The Investor, IMD, their Affiliated Companies and Sub-contractors must apply in accordance with the Current Legislation:

- a withholding tax on salaries paid to staff of Guinean nationality;
- a withholding tax of 10% on salaries paid to expatriate staff present in Guinea for more than 183 days during the calendar year, in discharge of any income tax due by this expatriate staff.

The withheld taxes provided above shall be borne by employees and paid by IMD, the Affiliated Companies or Sub-contractors to the State.

35.3 Single tax on vehicles

The Investor, IMD, their Affiliated Companies and Sub-contractors shall pay the single tax on vehicles at the rate in force with the exception of building site vehicles and engines used for Project Activities.

35.4 Fixed Payment

A fixed payment of 6% of salaries paid in Guinea and outside of Guinea to employees working in Guinea shall be made by IMD, the Affiliated Companies or the Sub-contractors to the State. This payment shall be borne by IMD, the Affiliated Companies or the Sub-contractors, as applicable, and is deductible from their taxable income.

Article 36: Fiscal regime applicable to the operational phase

36.1 Contribution to local development

As of the Date of Commercial Production, IMD shall be subject to an annual contribution to local development at a rate of 1% (one percent) of turnover of exported bauxite.

For bauxite transformed into alumina, the 1% local development contribution will apply to the FOB value of CBG bauxite, adjusted for alumina content.

The conditions of the use of this contribution to local development shall be defined by mutual agreement between the Parties to this Agreement and the beneficiary local communities.

36.2 Mining Tax on Bauxite

IMD shall be subject to the tax on exported bauxite at a rate of 10% of the FOB value of CBG Bauxite, adjusted for alumina content, in accordance with the provisions of Article 135 of the Mining Code.

36.3 Mining Tax on Bauxite Converted into Alumina

IMD shall be subject to the tax on bauxite transformed into alumina at a rate of 5% of the FOB value of CBG Bauxite, adjusted for alumina content, in accordance with the provisions of Article 139 of the Mining Code.

36.4 Fixed and Land Duties

IMD shall be subject to the payment of fixed and land duties in application of the provisions of Articles 137 and 138 of the Mining Code.

36.5 Payment of corporate income tax and additional profit tax

(A) From the first fiscal year following the expiry of the ten (10) year period from the Date of Commercial Production of an Alumina Train, IMD, any Project Company concerned and Sub-contractor shall pay corporate income tax in respect of the production of that Alumina Train at the rate of thirty-five percent (35%).

(B) During such ten (10) year period, the Investor, IMD or any Project Company concerned shall pay an annual lump sum corporate income tax, the amount and terms of which shall be set under an amendment to the present agreement.

36.6 Amortisation regime

All property corporeal or incorporeal of IMD, any relevant Project Company or Sub-contractor, together with all property, movable or immovable put at their disposal in the context of any occupation of public property, shall entitle IMD or the relevant Project Company to tax amortisation in accordance with the terms of the Guinean General Tax Code. The amount of the tax amortisation will be calculated according to the amortisation regime provided in the Current Legislation.

36.7 Deferment of losses

Losses incurred by IMD, any Project Company or Sub-contractor shall be deferrable over five (5) fiscal years following the last fiscal year of losses after the expiry of the ten (10) year tax exemption. Deemed deferred amortisations during fiscal years showing a loss, including amortisations of the expenses of the original setting-up, can be accumulated and deferred over the ten (10) subsequent fiscal years up to the amount of the taxable income.

36.8 Calculation of taxable income

Unless otherwise provided in this Agreement and in particular in the Accounting and Tax Schedule, taxable income shall be determined in accordance with the Current Legislation.

36.9 Deductions from taxable income

Among other items, the items set out in the Accounting and Tax Schedule are deductible from taxable income, as well as the total amount of interest and other payments (excluding repayment of principal) and expenses due to the Lenders, including in relation to shareholders' loans.

36.10 Reserve for the restoration of mining deposits

IMD and any Project Company or Sub-contractor, if they so wish, may make a reserve of a maximum amount of ten per cent (10%) of taxable profits at the end of each fiscal year, which is deductible from taxable profits, for the restoration of the mining deposits.

In case of fiscal years showing a profit, such reserve can be employed in the five (5) years following its creation, failing which it shall be carried over and recorded in the financial results of the fiscal year. However, if, at the end of the fifth fiscal year, the financial results of IMD, any Project Company or Sub-contractor show a loss, this reserve may be deferred again in order to be available for use in relation to a following fiscal year showing a profit.

36.11 Investment credit

IMD and any Project Company or Sub-contractor will benefit from an investment credit representing five per cent (5%) of all investment made in the course of the fiscal year. This allowance is deemed to be a deductible charge for the calculation of the taxable profit.

In the event that IMD or any Project Company or Sub-contractor possesses an interest in one or more companies which have invested in new infrastructure not existing at the date of this Agreement and which are necessary to the Project and directly or indirectly financed in whole or in part by the latter, IMD or such Project Company or Sub-contractor will be entitled, pro rata to their shareholding in this or these companies, to consolidate their positive or negative financial results before tax with its own positive or negative results and vice versa.

36.12 Withholding taxes

A withholding tax in full settlement of any other Tax on income is payable on the income of foreign Sub-Contractors for any activity in Guinea taking place less than one hundred and eighty three (183) days in any calendar year. The rate of this withholding tax is fixed as follows:

- 10% as regards service providers;

- 10% after deduction of all expenses incurred under the contract concerned as regards all other Sub-Contractors.

These withholding taxes are for the account of the service providers and Sub-Contractors and will be paid to the State by IMD or the relevant Project Company or Sub-contractor.

IMD and any Project Company or Sub-contractor shall be subject to a tax on income from securities at a rate of ten per cent (10%) of the distributed profits and distributed reserves.

Withholding tax shall apply on rental income at a rate of fifteen per cent (10%) of the rental income paid to natural persons who are owners of rented buildings. This withholding tax is for account of the lessor and shall be paid by IMD or the relevant Project Company or Sub-contractor for the account of the lessors.

36.13 Value added tax

- (A) The Investor, IMD, Affiliated Companies and the Sub-contractors shall be exempt from value added tax on all imports necessary for the Project, with the exception of material and items exclusively intended for the personal use of their employees.
- (B) The Investor, IMD, Affiliated Companies and Sub-contractors shall, once a year, compile a list of the material to be imported and shall ensure this material shall be exclusively used for the purposes of the Project. This list, after having been sent to the Centre for Mining Promotion and Development, shall be published by ministerial decision jointly made by the Minister of Finance and the Minister for Mines, within a maximum period of fifteen (15) days from the date on which the list is received.
- (C) The Investor, IMD, Affiliated Companies and Sub- contractors shall also be exempt from value added tax on all purchases as well as all services necessary for the Project. This clause shall apply to any foreign or Guinean Sub-contractors involved in the Project in Guinea, such exemption applying only to the purchases and services necessary for the Project. The exemption certificates, signed by the Minister in charge of Finance, shall be sent by the Investor and IMD to the various Sub-contractors concerned.

Article 37: Customs regime applicable to the construction phase and works on any Expansion

37.1 Customs relief

From the date of this Agreement, the Investor, IMD, their Affiliated Companies and the Sub-Contractors shall benefit, in relation to their activities connected with the Project, from a full exemption from customs duties, levies, taxes, fees and royalties on importation and re-exportation of equipment, materials, heavy machinery, vehicles and machines with the exception of tourist vehicles or vehicles carrying foodstuffs. In the event of resale of goods and equipment having benefited from the exemption, the relevant Taxes or duties will become payable. The component parts, lubricants and fuel (except petrol) necessary for such equipment are also exempt. In the event of the termination of the Project for whatever reason all goods, equipment and machines used in the Project may be exported from Guinea free of Tax or duties of any kind.

However, the aforementioned goods shall be subject to the payment of a registration fee to the customs Authorities at the rate of 0.5% of the CIF value of the imported goods, subject to the total amount shall not exceed an amount set in the Finance Law.

37.2 Temporary importation

Equipment, materials, machines, apparatus, utility and transportation vehicles, other heavy vehicles, and electrical generators imported by the Investor, IMD, their Affiliated Companies and the Sub-Contractors, intended for construction works and works on any Expansion shall benefit from the temporary importation regime .

At the expiry of the works, such goods must be re-exported free of any Tax or duties

The Investor, IMD or any Sub-contractor shall compile a list of equipment, materials, heavy machinery, machines and vehicles used for mining and industrial purposes (except tourist vehicles) together with the fuel (with the exception of petrol), lubricants, other petroleum products, coals and raw materials and consumables (not including foodstuffs) to be imported and shall ensure that these products are used exclusively for the Project. This list, after having been sent to the Centre for Mining Promotion and Development, shall be communicated to both the Minister of Finance and the Minister for Mines for approval that shall be given within a maximum period of thirty (30) Business Days. The list may be completed as and when necessary depending on the progress in the Project and such amendments shall be dealt with according to the same procedures.

The Investor, IMD or any Sub-contractor are required to supply to the Centre for Mining Promotion and Development and to the customs Authorities in the first quarter of each year an inventory of the material imported under the temporary importation regime.

In the event of a resale in Guinea of goods imported under the temporary importation regime, these goods shall be liable for Taxes in accordance with the provisions of the Mining Code.

Article 38: Customs regime applicable to the exploitation phase

From the Date of Commercial Production, the Investor, IMD, their Affiliated Companies and the Sub-Contractors shall be required to pay customs duties and levies in force at the date of this Agreement in relation to their activities, subject to the following:

- Imported supplies belonging to the second (2nd) category set in article 153 of the Mining Code, being raw or consumables materials required for transforming ore into finished and semi-finished products on site, and all petroleum products necessary for the production of energy for such purposes are exempt from tax and customs.
- Imported supplies belonging to the first (1st) and the third (3rd) categories set in article 153 of the Mining Code, being on the one hand the equipment, material, heavy machinery, machines and vehicles, except tourist vehicles shown as capital investment, and on the other hand raw or consumables materials used for extraction and adding value to ore, when imported for mining and industrial purposes, are submit to an import tax at a fixed rate of 5.6% of the FOB value of these supplies.
- The Investor and IMD shall compile a list of equipment, materials, heavy machinery, machines and vehicles used for mining and industrial purposes (except tourist vehicles) together with the fuel (with the exception of petrol), lubricants, other petroleum products, coals and raw materials and consumables (not including foodstuffs) to be imported and shall ensure that these products are used exclusively for the Project. This list, after having been sent to the Centre for Mining Promotion and Development, shall be published by ministerial decision jointly made by the Minister of Finance and the Minister for Mines, within a maximum period of thirty (30) days.

- No customs levy is payable on equipment, materials, heavy machinery and machines directly participating in the operation of the railway and port Infrastructure and transportation necessary to the Project.
- Registration fees shall be payable as provided under clause 37.1 above, subject to the cap provided in that clause.

38.1 Importation of petroleum products necessary for the implementation of the Project

- (A) The petroleum products (with the exception of petrol) necessary for the implementation of the Project may be imported by the Investor, IMD, their Affiliated Companies and the Sub-Contractors and must comply with the specifications in force. They shall be exempt from any Taxes (VAT included). The Investor, IMD and the Sub-contractors shall, once a year, compile a list of petroleum products to be imported and shall ensure that such products are used exclusively for the purposes of the Project; this list, after having been sent to the Centre for Mining Promotion and Development, shall be published by ministerial decision jointly made by the Minister of Finance and the Minister for Mines, within a maximum period of thirty (30) Business Days.
- (B) The Authorisation to import petroleum products shall be given for a definite duration by the Minister for Trade after consultation with the Minister for Mines and the Finance Minister. This Authorisation is renewable as many times as is necessary for the purposes of the Project but may not be assigned or transferred.
- (C) The entry of the petroleum products on the Guinean territory must be made exclusively by sea and on the condition that the Investor, IMD, their Affiliated Companies or the Sub-Contractors have installed the appropriate logistical infrastructure, approved by the Authorities and complying with the requirements for the specific petroleum products to be stored.
- (D) During the period preceding the building of the logistic installations for the storage of petroleum products, the Investor, IMD, their Affiliated Companies and the Sub-Contractors will have the opportunity to purchase the petroleum products on the local market in accordance with the pricing structure applicable to the mining sector.
- (E) The petroleum products imported by the Investor, IMD, their Affiliated Companies and the Sub-Contractors shall be exclusively used for the Project. They may not be sold or transferred to third parties.
- (F) Subject to the provisions of clause 23, the Investor, IMD, their Affiliated Companies or the Sub-Contractors must take out insurance with insurance companies approved in Guinea in respect of the liability for any damage caused by the imported petroleum products on the Guinean territory.
- (G) Fuel, lubricants and other petroleum products not directly used in the operations of extraction and enhancement of the ore shall be purchased according to the price structure applicable to the mining sector.

38.2 Importation of industrial explosives necessary for the Project

- (A) The Investor and IMD shall have the right to import industrial explosives for the Project, it being agreed that the Company shall be exempted from any Taxes (including VAT) on such products.
- (B) The Investor and IMD must give prior notice to the competent Authorities of their needs, the forecast importation plan and the characteristics of the explosives.

Alternatively, the Investor and IMD may use companies approved for this kind of activity.

- (C) The Investor and IMD and the relevant Project Company shall comply with standard rules of security, as well as the rules and standards of security in force in the Republic of Guinea in relation to transportation, warehousing and use of explosives.

Article 39: Stabilisation of the Fiscal and Customs Regime

Subject to the provisions of this Agreement, the Investor, IMD, and their Sub-contractors shall not be subject, in relation to the Project Activities, to any Tax, including duties, exit taxes and VAT, which is not expressly provided for in this Agreement.

In accordance with clause 30, the Investor, IMD, their Affiliated Companies and the Sub-contractors shall benefit from the warranties given by the State, in relation to the Project, concerning the stabilisation of the Fiscal and Customs Regime in force on the date of this Agreement for the duration of twenty five years, subject to the provisions of Article 30.

The Investor and IMD may at any time and at their convenience elect to be governed by more favourable legal and statutory provisions resulting from developments in the Current Legislation in Guinea at any time or which may be applied in the future to any investor carrying out similar activities in Guinea, it being made clear that if these changes are later modified unfavourably, the principle of the stabilisation of the Fiscal and Customs Regime of the Agreement will apply to the provisions from which the Investor and IMD have decided to benefit and which will therefore remain in force for their benefit.

Article 40: Miscellaneous provisions

40.1 Accounting Principles

Taking into account the specific characteristics of the Project, IMD and the Project Companies are authorised to carry out their accounting in Guinea in US Dollars, while complying with the accounting and fiscal principles set out in the Accounting and Tax Schedule and provisions of the Guinean Accounting Plan which are not inconsistent.

These accounts must be sincere, true and detailed and be accompanied by the documentary proof required to verify them. These accounts may be reviewed by the representatives of the State specifically authorised to that effect.

40.2 Annual financial reports

The financial statements required by Guinean legislation (balance sheet, profit and loss accounts, intermediate management accounts, finance schedules) shall be converted into and presented in Guinean francs in accordance with the conditions set out in this Agreement and particularly developed in the Accounting and Tax Schedule.

Any information provided to the State by the Investor or IMD in accordance with the terms of this clause 40 shall be considered as confidential and the State undertakes not to disclose it to any third parties without having obtained the prior written consent of the Investor and IMD, which shall not be refused without valid reason.

40.3 Calculation of Taxes

The calculation of any Taxes shall be made on the basis of the accounting data and carried out in US Dollars which shall be converted into Guinean francs (GNF) on the following terms:

Alternatively, the Investor and IMD may use companies approved for this kind of activity.

- (C) The Investor and IMD and the relevant Project Company shall comply with standard rules of security, as well as the rules and standards of security in force in the Republic of Guinea in relation to transportation, warehousing and use of explosives.

Article 39: Stabilisation of the Fiscal and Customs Regime

Subject to the provisions of this Agreement, the Investor, IMD, and their Sub-contractors shall not be subject, in relation to the Project Activities, to any Tax, including duties, exit taxes and VAT, which is not expressly provided for in this Agreement.

In accordance with clause 30, the Investor, IMD, their Affiliated Companies and the Sub-contractors shall benefit from the warranties given by the State, in relation to the Project, concerning the stabilisation of the Fiscal and Customs Regime in force on the date of this Agreement for the duration of twenty five years. Beyond, the fiscal and customs regime will be no less favourable than that applicable to Mining Agreement of similar projects, concluded within the five years preceding the expiry of the stabilisation regime, or, shall such an agreement not exist, the most recently concluding such agreement.

The Investor and IMD may at any time and at their convenience elect to be governed by more favourable legal and statutory provisions resulting from developments in the Current Legislation in Guinea at any time or which may be applied in the future to any investor carrying out similar activities in Guinea, it being made clear that if these changes are later modified unfavourably, the principle of the stabilisation of the Fiscal and Customs Regime of the Agreement will apply to the provisions from which the Investor and IMD have decided to benefit and which will therefore remain in force for their benefit.

Article 40: Miscellaneous provisions

40.1 Accounting Principles

Taking into account the specific characteristics of the Project, IMD and the Project Companies are authorised to carry out their accounting in Guinea in US Dollars, while complying with the accounting and fiscal principles set out in the Accounting and Tax Schedule and provisions of the Guinean Accounting Plan which are not inconsistent.

These accounts must be sincere, true and detailed and be accompanied by the documentary proof required to verify them. These accounts may be reviewed by the representatives of the State specifically authorised to that effect.

40.2 Annual financial reports

The financial statements required by Guinean legislation (balance sheet, profit and loss accounts, intermediate management accounts, finance schedules) shall be converted into and presented in Guinean francs in accordance with the conditions set out in this Agreement and particularly developed in the Accounting and Tax Schedule.

Any information provided to the State by the Investor or IMD in accordance with the terms of this clause 40 shall be considered as confidential and the State undertakes not to disclose it to any third parties without having obtained the prior written consent of the Investor and IMD, which shall not be refused without valid reason.

CHAPTER 7: MISCELLANEOUS AND FINAL PROVISIONS

Article 41: Validity of the Agreement

- 41.1 Subject to clauses 3, 41, 46, 49, 50 and 51 which shall come into force upon execution of this Agreement by the Parties, this Agreement shall fully come into effect upon satisfaction of the latest of the following conditions (the "Effective Date"):
- (A) ratification of this Agreement in accordance with the Mining Code; and
 - (B) delivery to the Investor of a legal opinion issued by the Supreme Court of the Republic of Guinea confirming without any reservation that the Agreement is fully compliant with, and enforceable under, Guinean law and that all Authorisations required from any Authority to that effect have been obtained.
- 41.2 This Agreement shall come into effect even if on the Effective Date the publication of the ratification deed mentioned above has not yet occurred in the Official Journal of the Republic of Guinea.
- 41.3 The State undertakes to fulfill the terms provided under clause 41.1 within ninety (90) days of the signature of this Agreement.

Article 42: Duration of the Mining Concessions

- 42.1 The duration of the Mining Concession granted under this Agreement shall be twenty five (25) years from the presidential decree granting it in accordance with the Mining Code.
- 42.2 At the end of this period of twenty five (25) years, the Mining Concession shall be renewed automatically for a new period of twenty five (25) years.
- 42.3 Beyond this second 25 year period, the State undertakes to renew the Mining Concession for additional periods of ten (10) years each, under the terms of the Mining Code and until exploitable deposits are exhausted.

Article 43: Termination of this Agreement

- 43.1 This Agreement shall terminate:
- (A) in the event of expiry of its duration in accordance with clause 4;
 - (B) at any time in the event of a total waiver of all the Mining Concessions by IMD, in the absence of any request to renew the latest of the Mining Concessions in accordance with clause 42.2 or in the event of revocation of the latest of the Mining Concessions in accordance with the Mining Code, provided that such revocation is not in breach of any of the provisions of this Agreement or the Mining Code;
 - (C) in the event of termination for Force Majeure in accordance with clause 49;
 - (D) in the event of termination for a serious breach by a Party of one of its material obligations or warranties under this Agreement as follows:

If there is a serious breach by one of the Parties of one of its material obligations or guarantees under this Agreement, written notice shall be sent by the non-defaulting Party to the other Party, asking the latter to remedy this breach within sixty (60) days.

Should the breach persist, the non-defaulting Party shall have the right to terminate this Agreement by written notice sent to the other Party, the termination having immediate effect upon receipt by the defaulting Party of the termination notice without the need to go before a court. The non-defaulting Parties shall be entitled to claim for indemnification determined amicably or otherwise in accordance with clause 46.

43.2 Upon termination of this Agreement:

- (A) The Investor, IMD and their Sub-Contractors shall have the right to recover all materials, equipment, installations or other assets which they have purchased in Guinea and/or imported and/or installed on Guinean soil, including any infrastructure or other immoveable assets, and shall have the right to export these freely to any destination of their choice, or to sell them in Guinea, free of any Taxes, subject to article 56 of the Mining Code.
- (B) In addition, except in case of a termination of this Agreement for a breach by the State, the Investor and IMD shall deliver to the State any feasibility studies and other data carried out by the Investor and IMD or which shall have been delivered to them by the State. All such documents and information contained therein shall remain confidential during the time provided by the Current Legislation or this Agreement.

Article 44: Assignment, Transfer and Lease

44.1 Assignment of the Mining Concession

The Mining Concession may be transferred, in whole or in part, in accordance with article 62 of the Mining Code and clause 9. In case of a transfer of part or the whole of the Mining Concession, IMD's rights and obligations under this Agreement shall be automatically transferred to the new holder, which shall automatically become a party to this Agreement and shall acknowledge this in writing as a condition precedent to the transfer. From the date of the transfer, the new holder shall be solely responsible for the rights and obligations transferred to it. The State shall procure that any formality and any Authorisation required for such transfer are carried out or issued in a timely manner.

44.2 Assignment of the Company's shares

Any direct assignment of more than fifty percent (50%) of the Company's shares, through a sale or any other method leading to a transfer of the effective control of the Company, shall be dealt with as an assignment and shall be subject to the prior approval of the State which has a right of first refusal which it can exercise over the terms and conditions offered by the purchaser.

In such a case, the Company must notify the State of the planned assignment by mentioning any information useful to it and particularly the name of the assignee, the price and payment terms.

As of the date of receipt of this notice, the State shall have a thirty (30) day time period to:

- a) either refuse to approve the assignment and thus exercise its right of first refusal under the terms and conditions of the initial planned assignment of which it has been notified,
- b) or approve the assignment and thus waive its right of first refusal, it being understood that the State must notify the Company of its decision at the latest upon the expiration of the thirty (30) day time limit and if the State does not reply

within this thirty (30) day time limit, the State shall be deemed to have given its approval to the planned assignment and therefore waived its right of first refusal.

If the State exercises its right of first refusal, it must pay the price, free of any Tax, into a bank account abroad provided by the Company, within thirty (30) days; failing that the State shall be deemed to have waived its right of first refusal.

It is expressly agreed that no prior approval is required for direct or indirect transfer of the shares of a company holding shares in IMD or a Project Company.

The State's right of first refusal shall not apply in case of assignment to lenders (or creating security interests in their favour) nor in the case of assignment to Affiliated Companies if the following terms are met:

- a) the transfer agreement expressly provides an undertaking by the assignee to be bound to the terms and conditions of this Agreement;
- b) the assignee has demonstrated that he possesses or has access to technical and financial resources and the necessary expertise to carry out activities linked to the Agreement;
- c) a copy of the transfer agreement is sent to the State; and
- d) the transfer agreement has been duly signed and contains a provision under which the assignee assumes all the Company's obligations.

44.3 Other Assignments

Any other transfer of rights or obligations under this Agreement shall be subject to the agreement of the other Parties, with the exception of transfers to or establishment of security interests in favour of lenders which shall be free.

Article 45: Language and Measurement System

This Agreement is written in French and English. If there is a discrepancy between the French and English versions of this Agreement, the French text shall prevail.

The measurement system applicable and used in this Agreement shall be the metric system.

Article 46: Dispute Resolution

46.1 Amicable Settlement

The Parties undertake to make their best efforts to settle any dispute arising out of, or relating to, this Agreement amicably. The amicable settlement shall be commenced, prior to any arbitration proceedings, by the most diligent Party which shall serve an amicable settlement request upon the other Party in accordance with clause 52. This request shall contain the reasons for commencing litigation, a memorandum setting out the basis for the request and the claims of the Party making the request, together with the pieces of evidence and the name of the proposed conciliator, the other Party having eight (8) Business Days to notify whether it accepts the proposed conciliator or not or provide the name of the conciliator which it proposes, a failure to respond within this time period shall be the equivalent of an agreement by the second Party upon the choice of the conciliator proposed by the first. Within a maximum period of one (1) month from the date of its appointment, the conciliator shall endeavour to settle the disputes submitted to it and to have the Parties reach an amicable solution.

46.2 Arbitration

The Parties hereby consent to submit to the International Centre for Settlement of Investment Disputes ("ICSID") any dispute arising out of, or relating to, this Agreement, which is not settled in accordance with clause 46.1 within forty five (45) days from the date of the amicable settlement request referred to under clause 46.1 or any longer time period agreed by the Parties, for final settlement by arbitration pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of Other Contracting States (the "Convention"). The Parties agree to make all applications and submissions to ICSID and to take all other actions and provide any other information necessary to institute such arbitration proceedings. Unless otherwise agreed by the Parties, the arbitration proceedings hereunder shall take place in Paris, France and the number of arbitrators shall be three (3). Each Party shall have the right to appoint one (1) arbitrator, and the third arbitrator shall be selected by the two (2) arbitrators so appointed, and failing such appointment by a Party or the two arbitrators, by the Secretary-General of the Administrative Council of ICSID. Each Party hereby agrees (a) to be bound by any final decision or award of an arbitral tribunal constituted pursuant to this clause; (b) that neither Party shall be liable for punitive damages as part of any award of such an arbitral tribunal; and (c) to share equally the fees for such arbitration or in accordance with the decision made by the arbitral tribunal.

It is hereby stipulated by the Parties that the Investor is a national of the Republic of Ireland. It is also agreed that, although IMD is a national of the Republic of Guinea, it is controlled by nationals of the British Virgin Islands and shall be treated as a national of that State for the purposes of the Convention.

46.3 Waiver of sovereign immunity

The State hereby specifically waives any right of sovereign immunity as to it and its property in respect of jurisdiction of the arbitral tribunal or the enforcement and execution of any final decision or award of an arbitral tribunal constituted pursuant to clause 46.2.

46.4 General Provisions

- (A) The Investor and IMD shall be deemed to be one Party for the purpose of this clause 46.
- (B) In the event that ICSID has no jurisdiction, for whatever reason, to settle a dispute arising out of, or relating to, this Agreement, this dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules.
- (C) Notwithstanding any actions undertaken to resolve a dispute under this Agreement, the Parties must continue to comply with their obligations still outstanding under this Agreement.

46.5 Payment

Minutes of conciliation agreed between the Parties, or a decision of an arbitral tribunal made in accordance with the provisions of this Agreement, shall bind the Parties and must be performed immediately, without the Parties being entitled to any right of appeal. Any competent court shall endorse the arbitral decision in order to allow the enforcement of that decision, the sums due having to be paid by the Parties in US Dollars to the account of the beneficiary and at the bank and place of its choice. The sums in question shall be exempt from any Taxes and any other fiscal or quasi-fiscal deduction or charge.

Article 47: Modification

Any provision which is not set out in this Agreement may be proposed by a Party and shall be examined in detail. The Parties shall endeavour in good faith to reach a mutually acceptable solution, in order to put the new provisions in an amendment agreement signed by the Parties and which shall be approved by the State. Any change or change proposal which is not accepted by the Parties in a written amendment shall have no effect.

In the event of an unexpected and irreversible change in the essential economic factors on which the viability and feasibility of the Project are based which would render substantially impossible for the Investor and IMD the continuation of the Project at a satisfactory level of profitability and to the extent that the circumstances of this change are not attributable to the Investor and IMD, the State agrees to put in place, by way of an amendment to this Agreement, additional adjustments in order to redress the impact of these changes and to reinstate the conditions under which the Investor and IMD expected to implement the Project.

In the event that an unexpected and irreversible change in the essential economic factors occurs after the end of a period of twenty five (25) years from the Effective Date, the State shall have the right to require the Investor and IMD to open negotiations on the Fiscal and Customs Regime set out in this Agreement. Any new tax regime (i) shall not be less favourable than the ordinary tax regime in force in Guinea at that time; (ii) must be, in any event, at least as favourable to the Investor and IMD as the most favourable of the tax regimes applicable at that date to other investors in Guinea; and (iii) must not have a significantly unfavourable and lasting impact on the future profitability of the Project.

In the event that no agreement is reached between the Parties within sixty (60) days from the receipt by the Investor and IMD of the notice from the State requesting such renegotiation, then the State shall be entitled to terminate this Agreement and to purchase the Investor's Assets and IMD at a value agreed by the Parties or determined by an international expert appointed by mutual agreement of the Parties, or, in the event of disagreement, by the General Secretary of ICSID upon the request of the most diligent Party. Such appointed expert shall determine the consideration owed to the Investor and IMD upon the assumption that the Agreement would have continued under its initial terms until the expiration of (i) the Contractual Period or (ii) a period of twenty five (25) years (whichever is the longer).

Article 48: Force Majeure

For the purposes of this Agreement, "Force Majeure" shall mean any event which is beyond the control of the Party invoking it and which renders impossible the performance by that Party of its obligations or which renders it so difficult that it may be held to be impossible in such circumstances. Events of Force Majeure include: wars, military insurrection, riots, civil unrest, earthquakes, fire, explosion, storms, flooding and other climatic upheaval, strikes, lock-outs or other actions of protest (with the exception of cases where such strikes, lock-outs or other actions of protest are within the control of the Party invoking the Force Majeure), government restrictions, delay or default in obtaining any Authorisations from the Authorities, including any delay in obtaining any Authorisation to import or export equipment or any goods (including any production) to or from Guinea or to transfer any funds to or from Guinea.

For the purposes of this Agreement, Force Majeure shall not include events resulting from the negligence or a deliberate action or inaction of the Party invoking it or one of its Sub-Contractors, agents or employees.

The Party who invokes an event of Force Majeure shall as soon as possible after the occurrence of that event, and within a maximum period of 15 Business Days from the date of its occurrence, send to the other Parties a notice in accordance with clause 52, establishing the elements constituting the Force Majeure and the probable consequences on the performance of the Agreement.

As soon as an event of Force Majeure occurs, performance of the Parties' affected obligations shall be suspended for the duration of the event of Force Majeure and for an additional period sufficient to allow the affected Party, acting with all diligence, to be re-established in the same situation as that which applied before the said event of Force Majeure.

All terms and time periods subsequent to the occurrence of the said Force Majeure shall be adjusted in order to take account of the extension and delay caused by the aforesaid Force Majeure.

If, following an event of Force Majeure, the suspension of the obligations of the Parties exceeds a period of three (3) months, the Parties shall meet as soon as possible to examine the effects of such events on the performance of the Agreement. The Parties shall seek a solution allowing the Project to be adapted to the new situation in such a manner as to allow the Investor and IMD to continue with the Project. In the event that the Parties do not reach an agreement as to how to remedy the consequences of the event of Force Majeure within an additional period of one (1) month, the Investor shall be entitled to terminate this Agreement and the State shall then purchase all Assets and pay to the Investor and IMD a compensation payment equal to the value of the Assets, taking into account their use during the period remaining until the end of (i) the Contractual Period; or (ii) a further period of fifty (50) years (whichever is the longer), on the terms and conditions (particularly the fiscal and customs regime) applicable before the date of occurrence of the event of Force Majeure and without taking into account the consequences of the Force Majeure (the "Force Majeure Compensation").

The Force Majeure Compensation shall be determined by an expert according to the criteria set out in the preceding paragraph, appointed by mutual agreement of the Parties or, if no agreement is reached within 30 days of the termination of this Agreement by the Investor, by the Secretary General of ICSID at the request of the most diligent Party.

Article 49: Confidentiality

Each of the Parties shall hold in confidence and shall not (i) except with the consent of the other Parties, such consent not being unreasonably withheld, (ii) or if required by law or by the regulations of any stock exchange, or (iii) in relation to the development and the financing of the Project but only to parties held by a confidentiality undertaking similar to this provision, inform any third party of any financial or other information in respect of this Agreement or any matter subject to or connected with this Agreement and the Project (in particular any data or study provided by a Party to the other).

The provisions of this clause shall remain in full force and effect, notwithstanding the termination of this Agreement.

The provisions of this clause 49 shall not prevent the disclosure by the State of limited information concerning the general development of the status of the Project.

Article 50: General provisions

50.1 Schedules

Schedules 1 to 7 of this Agreement form an integral part of this Agreement. In the event of inconsistencies between the provisions of a Schedule and of the body of this Agreement, the provisions of the body of this Agreement shall prevail.

50.2 Non-waiver

No exercise or failure to exercise or delay in exercising any right, power or remedy vested in a Party under or pursuant to this Agreement shall not constitute a waiver by such Party of that or any other right, power or remedy unless expressly waived in writing.

50.3 Additional undertakings

Each Party undertakes, at any time and at the request of another Party, to carry out, sign, acknowledge and issue any additional act, document, approval, formality and agreement which is reasonably necessary for the proper performance of all provisions of this Agreement.

50.4 Whole Agreement

This Agreement (including the other documents annexed to or referred to in it) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements and understandings, whether oral or written, in relation thereto.

50.5 Unlawful Provisions

If any provision of this Agreement is held to be unlawful, the Parties shall negotiate in good faith the terms of a mutually acceptable and satisfactory provision in place of any such provision, and if such terms are agreed, this Agreement shall be amended accordingly.

Article 51: Notices

Any notice to be given by any Party to any other shall be in writing and shall be deemed to have been duly served if delivered personally or sent by telex, facsimile or registered mail with acknowledgement of receipt to the addressee at its address (or number) for the receipt thereof as specified below:

51.1 For the State

Ministère des Mines et de la Géologie
Immeuble ANAIM CBG
BP 295 Conakry
Republic of Guinea
Tel: +224 30-45 45 46
Fax: +224 30-41 19 13
For the attention of: The Minister

51.2 For the Investor

LIMSCO
100 Seymour Place
London W1H 1NE
United Kingdom

For the attention of Mr. Geoffrey Melamet
Tel: +44 (0) 20 7724 9434
Fax: +44 (0) 20 7724 9097

51.3 For IMD

International Mining Development S.A.
6^{ème} Bld Telly Diallo, Kaloum, Conakry
Republic of Guinea
Tel: +224 6400 6262
For the attention of: The Chairman of the Board of Directors

With a copy sent to the Investor in accordance with clause 51.2 above,
or at such other address or number as the Party to be served has notified (in accordance
with this clause 51).

51.4 Deemed time and service of notices

A notice shall be deemed to have been duly received:

- where personally delivered, upon such delivery, and
- where sent by telex, facsimile or recommended letter with acknowledgment of receipt,
when despatched as shown in the acknowledgement receipt.

51.5 Change of address

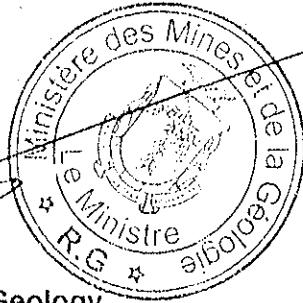
Any change of address must be notified in writing as soon as possible by the relevant
Party to the other Parties.

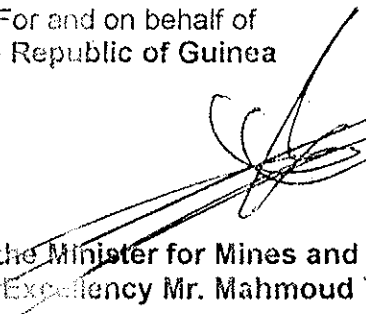
ZK AMF M4

In Conakry on

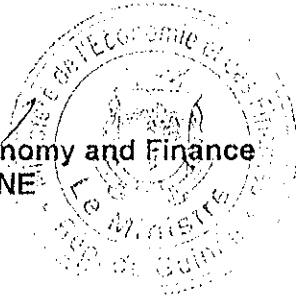
in four (4) originals in French and in English

(1) For and on behalf of
The Republic of Guinea

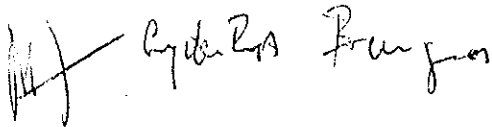



By the Minister for Mines and Geology
His Excellency Mr. Mahmoud THIAM

Approval of the Minister of the Economy and Finance
His Excellency Mr. Kérékou YANSANE



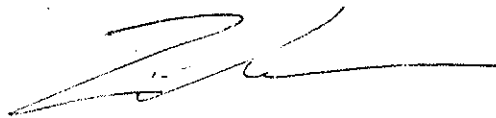
(2) For and on behalf of
International Mining Development S.A.





By the Chairman of the Board of Directors
Mr. Seydouba BANGOURA

(3) For and on behalf of
Lissa Mining Services Company Limited



By Mr. Ziad KAWASH

LIST OF SCHEDULES

Schedule 1: Accounting and Tax Schedule

Schedule 2: Infrastructure Development and Use Agreement

Schedule 3: Industrial Zone

Schedule 4: Port Area

Schedule 5: Mining Perimeter

Schedule 6: Port Agreement

Schedule 7: Time schedule

SCHEDULE 1: ACCOUNTING AND TAX SCHEDULE

Zk

MLB

M

SCHEDULE 2: INFRASTRUCTURE DEVELOPMENT AND USE AGREEMENT

ZK

AMB

14

SCHEDULE 3: INDUSTRIAL ZONE

ZK AYB 14

SCHEDULE 4: PORT AREA

ZK

MF

AMB

SCHEDULE 5: MINING PERIMETER

	Initial Mining Perimeter	IMD S.A
Pilar ID	Easting (UTM WGS84 Zone 28N)	Northing (UTM WGS84 Zone 28N)
A	664062,37	1179999,87
B	718768,05	1180309,37
C	718884,26	1156941,22
D	705156,28	1156941,22
E	705156,28	1151993,98
F	664197,15	1151872,47

ZK

AM

AMB

SCHEDULE 6: PORT AGREEMENT

ZK

MH RB

SCHEDULE 7: TIME SCHEDULE

ZK

AK RB