

MEMORANDUM OF UNDERSTANDING (MOU)

AGREEMENT OF COLLATERAL SECURITY

Between:

1. JS NEOPLANT CO. LTD(Hong Kong)

Whose registered address: Hong Kong: NT047 Bright Way,
Tower. No. 33 Mong Kok Road, Kowloon, (Hong Kong)

Mr.Chil Sik Kim /Managing Director

E-mail: jsneoplant@gmail.com , website:www.jsneoplant.com

Tel:0082--10--2191--6386

“The Project Loan Lender Company & EPC&F Contractor” hereinafter
referred to as “JSCL”

AND

2. LA MINIERE DU MANIEMA SARL.(MIMA),

Whose registered address:Av.Luhaka No..2,1 Rue ,Quartier Funa,
Kinshasa City,

Democratic Republic of Congo.

Hon.Koloso Sumaili Matembela/Gerant(Chairman)

Email:kosmat135@yahoo.fr

Telephone Number:+243 812 405 787 & +243 859 387 319

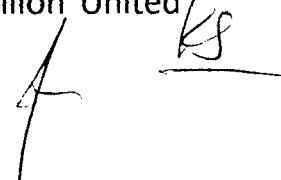
“The Project Loan Borrower is LA MINIERE DU MANIEMA SARL and
Project Developer” hereinafter referred to as “MIMA”

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1.DESCRPTION OF THE PROJECT:

1.1.The project consists of 36 Projects on
EPC&F(Engineering,Procuration,Construction & Finance).

The Loan applied for is the sum USD15Billion(Fifteen Billion United
States Dollars Only)



in accordance with the Project Application Letter and approved by
JS NEOPLANT CO LTD Dated: 22nd July 2016.

① **The Competent Government Authority:**

- a) **Ministre des Ressources Hydrauliques et Electricite, Adresse:**
Boulevard du 30 Juin Immeuble REGIDESO,
15eme, Niveau, Kinshasa/Gombe, Democratic Republic of Congo.
- b) **Ministre de l'Aménagement du Territoire, Urbanisme et
habitat. Address: 30,**
Avenue Colonel Lukusa, Kinshasa/Gombe, Democratic Republic
of Congo.
- c) **Ministere Des Mine, 3eme Niveau, Immeuble**
Gecamines, Boulevard 30 Juin, Kinshasa-Gombe,
Democratic Republic of Congo.
- d) **Ministere Des Transports et Voies de**
Communication, Boulevard du 30 Juin, Kinshasa/Gombe,
Democratic Republic of Congo.
- e) **Ministere De Agriculture, Pêche et Elevage,**
Boulevard du 30 Juin, Kinshasa/Gombe, Democratic Republic of
Congo.
- f) **Ministere De Industrie, Avenue LUBEFU**
n°4744, Kinshasa/Gombe
Democratic Republic of Congo.
- g) **Ministere De Enseignement Primaire, Secondaire et**
Professionnel,
Croisement avenues des Cliniques et Batetela, Kinshasa/Gombe,
Democratic Republic of Congo.
- h) **Ministere Du Enseignement Supérieur et Universitaire, 10, av.**
des Forces Armées,
(ex. Haut Commandement) Kinshasa/Gombe,
Democratic Republic of Congo.



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i) Ministère De Santé Publique, 3410, Boulevard du 30 Juin, Kinshasa/Gombe,
Democratic Republic of Congo.

j) Ministère Du Poste, Téléphones et Télécommunications, 4484,
av. de la Démocratie (ex. des Huileries), Kinshasa/Gombe
Téléphone : (+243)995000040 / 990903129
Email :

k) Ministère De Environnement, Conservation de la Nature et
Tourisme
15, av. Papa Iléo (ex. des Cliniques)
Kinshasa/Gombe
Téléphone : (+243)817005004

l) Ministère De Finances
Bld du 30 Juin, Kinshasa/Gombe
Téléphone : (+243)818889990
Email : minfinrdc@micronet.cd
Site web :

m) Ministère De Information, Communication et Media
Av. TABU LEY n° 83
Commune de la Gombe
Email : mincomedia.rdc@gmail.com

① **Project Developer:** Hon. Koloso Sumaili
Matembela/Gerant(Chairman).

② **Collateral Guarantor:** Hon. Koloso Sumaili
Matembela/Gerant(Chairman),

LA MINIERE DU MANIEMA SARL.(MIMA),
Av. Luhaka No..2,1 Rue ,Quartier Funa,
Kinshasa City,

Democratic Republic of Congo.

Email: kosmat135@yahoo.fr

Telephone Number: +243 812 405 787 &
+243 859 387 319



Project Location in detail: The Project Integre Punia-Lubutu is situated in the Province of Maniema.

Maniema is one of 26 provinces of the Democratic Republic of the Congo. Its capital is Kindu.

Province du Maniema is a first-order administrative division and is located in Maniema, Democratic Republic of the Congo with a population of 3Million+ habitants. The estimate terrain elevation above sea level is 496 metres. Variant forms of spelling for Province du Maniema or in other languages: Sous-Région du Maniema, Maniema, Province du Maniema

Maniema borders the provinces of Kasai-Oriental to the west, Tshopo to the north, North Kivu and South Kivu to the east, and Tanganyika and Lomami to the south.

Mining is the main industry in the province and the following are mined: copper, gold, Diamonds, Precious stones, cobalt, Cassiterite, Wolframite, etc

Latitude: -2°55'0.01"

Longitude: 25°55'0.01"

Project of Projet Integre Punia-Lubutu will be undertaken in 4 Territories of the Province of Maniema and mainly:

Punia Territory,

Lubutu Territory,

Kailo Territory,

&

Kibombo Territory.

The other part of the Project will be undertaken in the South Kivu Province where a Port will be build in the Lake Tanganyika.

The other part of the Project will be to build an Housing Estate Estate in Kinshasa Province and specifically in Menkao.

Other parts of the Projects will be to build Infrastructure to link the 4 Territories and linking the Province to neighboring Provinces by road, River Transport, Dredging of the Rivers, Airports, Airstrips, etc

① **Total Investment** :USD 15 Billion.



② **Expected Construction Schedule year:** 2017 to 2020

③ **Kind of Collateral Security:** 7 Gold Mining Concessions. Mine Concessions Numbers:



1. No.5320 has 460 Carres or 39097.7 Hectares.
2. No:5321 has 349 Carre or 29663.225Hectares.
3. No.5323 has 460 Carre or 39097.7 Hectares.
4. No.4670 has 400 Carre or 33998 Hectares.
5. No.4673 has 249 Carre or 21163.755 Hectares.
6. No.4671 has 256 Carre or 21758.72. Hectares.
7. No.5322 has 414 Carre or 35187.93 Hectares.

2.LOAN INTEREST RATE:

- 2.1 The parties to this Agreement agree that the interest rate for the aforementioned loan is agreed at LIBOR+3.5% + with Spread + CPI indexation+ Taxes Holiday for 10 years + Minimum Revenue Guarantee.
- 2.2 The interest rate above is applied to the loan principle at completion date of the Projet Integre Punia-Lubutu after the 3 Years Moratorium. Project Financing Terms for 13 Years. Maximum. Project Financing Moratorium for 3 years. Reimbursement Schedule for 10 years
- 2.3 The Interest Rate for event of defaults, arrears and overdue repayments shall be applied for the rate of IMF of the World Bank Group at that time and shall be applied by the Lender.

3. TERM OF THE LOAN PROGRAM:

- 3.1 The Loan is signed for 13 years maximum, from the date of commencement to build the aforesaid project on the basis of the EPC&F Contract between the Lender and Borrower.(Grace day within 3 years (three years) Maximum + Loan Reimbursement Schedule within 10 years (ten years Maximum)



3.1.1. Project Financing Program

3.4.1. Project Loan Sum of USD 15 Billion (Fifteen Billion United States Dollars Only)

3.4.2. Project Loan Period for 13 years

3.4.3. Project Loan Grace Day for 3 years

3.4.4. Project Loan Reimbursement for 10 Years

3.4.5. Interest Rate for LIBOR+ 3.5% with Spread + CPI Indexation++ Taxes Holiday for 10 years + Minimum Revenue Guarantee.

4. GRACE PERIOD FOR PROJECT LOAN PROGRAM:

4.1 The Project Loan Borrower and the Project Loan Lender agree that the Grace period within 3 years (three years) maximum during construction period only. Therefore, the repayment period of the loan principal at interest is set for 10 (Ten) years maximum.

4.2. All disbursement for All Project Loan Sum shall be legally monitored by Accountant of SPV of JSCL

4.3 If the Construction tenure shall be shortened than contracted, Grace Day shall be construed to end the day the construction of the entire project is fully completed. If it shall be extended than contracted, Penalty interest rate is subject to be applied for the penalty rate of IMF of the World Bank Group.

4.4. After Completing the Construction, the Lender will operate the Facilities for the period of 30 Years(Thirty Years) Renewable. In this arrangement the Operator of the built Facilities and who is JS NEOPLANT CO. LTD(Hong Kong) "JSCL" will receive 70% of Shares from LA MINIERE DU MANIEMA SARL.(MIMA).

LA MINIERE DU MANIEMA SARL.(MIMA) will retain 30% of the Shares.

5. FINANCING AND REIMBURSEMENT SCHEDULE

5.1 LA MINIERE DU MANIEMA SARL.(MIMA), which has provided its 7 Gold Mining Concessions .

Mine Concessions Numbers:

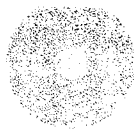
1. No.5320 has 460 Carres or 39097.7 Hectares.
2. No:5321 has 349 Carre or 29663.225Hectares.
3. No.5323 has 460 Carre or 39097.7 Hectares.
4. No.4670 has 400 Carre or 33998 Hectares.
5. No.4673 has 249 Carre or 21163.755 Hectares.
6. No.4671 has 256 Carre or 21758.72. Hectares.
7. No.5322 has 414 Carre or 35187.93 Hectares.

and which Tons of Reserve of 70+Tons of Gold and which translates to or a Face Value of USD 97 Billion+. Concession has Diamonds, Cobalt,Woframite,Coltan,Precious Metals Platine, etc,

6. PROJECT GUARANTOR

6.1 The Project Guarantor: Hon.Koloso Sumaili Matembela/Gerant(Chairman),

LA MINIERE DU MANIEMA SARL.(MIMA),
Av.Luhaka No..2,1 Rue ,Quartier Funa, Kinshasa
City,
Democratic Republic of Congo.
Email:kosmat135@yahoo.fr
Telephone Number:+243 812 405 787 & +243 859
387 319



The company has given as Collateral Security 7 Gold Mining Concessions Numbers:

1. No.5320 has 460 Carres or 39097.7 Hectares.
2. No:5321 has 349 Carre or 29663.225Hectares.
3. No.5323 has 460 Carre or 39097.7 Hectares.
4. No.4670 has 400 Carre or 33998 Hectares.
5. No.4673 has 249 Carre or 21163.755 Hectares.
6. No.4671 has 256 Carre or 21758.72. Hectares.
7. No.5322 has 414 Carre or 35187.93 Hectares.

All the 7 Mining Concessions have Tons of Reserve of 70+Tons of Gold and which translates to or a Face Value of USD 97 Billion+. The Concession have also Diamonds, Cobalt, Woframite, Coltan, Precious Metals Platine, etc.

7. ORIGIN OF MATERIALS AND ENGINEERING:

7.1 Both parties accept that during construction, all materials and engineering used will be compliant with Democratic Republic of Congo building regulations and Revision and follow safety and efficiency rules laid out by Democratic Republic of Congo government.

7.2 All prequalification dossiers for each Sub-Contractor and Vendor must be compliant with the Law of the Democratic Republic of Congo

8. INSURANCE FOR PROJECT AND PROJECT LOAN PROGRAM

8.1 The Project Loan Lender JSCL shall appoint the insurer or insurance groups for the Project.

8.2. All Kinds of Insurance shall be covered up to 110% of Total Investment Currency in USD by Total Investment Through MIMA at the beneficiary of Project Loan Provider or Lender.

9. ALL PRELIMIANRY COSTS AND EXPENDITURE:

9.1 Due Diligence costs and expenditure: All due diligence costs, Engineering & Technology Team, Projects Financing Team, Air Travel Tickets, Hotel Accommodation, Meals, Local Travelling Transportation, Security Guards, Guides, Interpreters, shall be fully accounted in the course of due diligence of project Developer, off-site project ,negotiating all MOU—Contract by LA MINIERE DU MANIEMA SARL.(MIMA).

9.2. All Initial Expenditure and Initial Cost of Business may be able to be accounted into Total Project Loan Sum in case



That all preliminary costs and expenditure is legally disbursed according to international normal accounting Rules and customary practices for project financing Program.

9.3 All Scope of Project Costs and Expenditure shall be confirmed in the Project Loan Contract between Project Loan Lender and Borrower for the Project Projet Integre Punia-Lubutu.

10. DUE DILIGENCE EACH PROJECT.

10.1. All Due Diligence Cost and Expense should be legally the account of Borrower as hereunder:

- ① Official Invitation Letter inclusive of Local Security and Transportation
- ② Meeting Agenda Draft in details
- ③ Entry Visa Fee in Airport.
- ④ Double Air Ticket in Business Class.
- ⑤ Prepaid Voucher for 5 Star Hotel Accommodations and Meal.
- ⑥ Medical Treatment Conformation for vaccine shot or Anti Malaria Tablet before or during due diligence.
- ⑦ Interpreter in Local
- ⑧ Other Fee and Charge.
- ⑨



10.2 Engineering and Technical Due Diligence

- ① Surveying Engineers on off-site each project
- ② Prospecting Engineers on off-site each project
- ③ Exploring Engineers on off-site each project
- ④ Chinese Engineering Fee USD150—USD200 per day for Due Diligence each day, but Local Engineers or Engineer from Any third countries shall be negotiable among parties.
- ⑤ All Terms and Conditions, Schedule, Location each project shall be confirmed among parties
- ⑥ Engineering Consulting Charge for Environmental Impact Assessment (EIA), Technology Feasibility Study and Economic Efficiency Analysis Report shall be negotiated among project developer or Government Authority and Engineering Consultants each project.
- ⑦ All Applicable Standard for Project Shall be negotiable among parties in principal.

10.3 Financier Due Diligence

- ① Project Developer has already legally established Collateral security in favour of Project /Financing Contractor for this project on EPC&F, Project Financier evaluates it within 60days.
- ② Due Diligence Costs and Expense should be accounted by Project Developer according to international Customary Practices and Conventional Business Procedure.
- ③ All Terms and Conditions, Schedule, Location each project shall be confirmed among parties

11. LEGAL ATTORNEY REPRESENTATION OR ATTORNEY LAW FIRM:

11.1 The Project Developer, M/S LA MINIERE DU MANIEMA SARL.(MIMA) has appointed and retained,

Maitre Assani Kimwanga Bin Ibrahim Akim of Juriscab Assani and Partners,

Sendwe blvd, Imm. Mirland, Kinshasa-Kalamu, Kinshasa City, Democratic Republic of Congo as its associated Attorney

with effect from 22nd July 2016.

11.2 Legal Representation: Name: Maitre Assani Kimwanga Bin Ibrahim Akim



Name of Law Firm: Juriscab Assani and Partners.

Address: Sendwe blvd, Imm. Mirland, Kinshasa-Kalamu

Email :cabmaitreassani@yahoo.fr

Telephone : +243 999 993 964 &

+243 817 102 237.

11.3 Lawyer Contract between Law Firm and Project Developer has already been signed and stamped and submitted to JSCL.

11.4. All Consulting Contract among parties shall be legally validated on the pre- conditions that Project

Developer or Government Authority legally establish collateral security and Project Financial Facility

On EPC&F, BOT, PPP, BOOT, BOO Base each project.

11.5. Law Firm Fee and Charge shall be paid in term of Local Lawyer Law or National Attorney Tariff.

11.5. Attorney Lawyer cannot work as Project Facilitator or Project Financing Facilitator according to Local Attorney Law,

Rule and regulation.

12. CPA CONSULTANT AND AUDITORS

12.1.Mr. Sylvain BERNASCONI ,

Audit Director,

KPMG Congo DRC

7th Floor, BCDC Building

Boulevard du 30 Juin,

B.P.7226,Kinshasa 1,

Democratic Republic of Congo.

Office Telephone:+ 243 990 010 020

+243 990 010 021

Mobile:+243 828 504 932

Email:sylvainbernasconi@kpmg.cd



12.3. Fees shall be paid in line with United Kingdom's Institute of Chartered Accountants Fee Rates.

13. PROJECT FINANCING FACILITATORS.

13.1. Project Financing Consultant: Osman Said Ramadhani Kisiri,
Room No.312,3rd Floor,Jubilee Exchange
Building,Mama Ngina Street,

P.O.Box 76239,Nairobi,Kenya.

Telephone: 00243 813 597 490 & 00243

990 565 003

Email:osman777k@gmail.com

LOCAL PARTNERS :

1.Name :Mr.Mukwamba Nyangilolo Jean Louis.

Profession :Self Employed.

Address :Avenue Bolombo ,No .100,Commune De
Kinshasa,

Kinshasa City,Democratic Republic of Congo.

Telephone:+243 999 932 053

Email: jeanlouismukwamba@gmail.com

2. Name :Mr.Bonnet Kasongo Olango.

Profession :Self Employed.

Address :Avenue Wombe ,No .6,Brikin,

Kinshasa City,Democratic Republic of Congo.

Telephone:+243 817 267 022

Email:bkolango@gmail.com

3. Name :Mr. Kasongo Ngoy Paul

Profession:Self Employed,

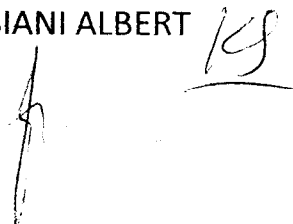
Address : DGC, Kinshasa City,Democratic Republic of
Congo.

Telephone: +243 813 126 784

Email: paulkasongo.mali@gmail.com

4.Name :Mr. SPRENTELS MUSIANI ALBERT

Profession:Self Employed



Address :Pompage , Kinshasa City,Democratic Republic
of Congo.

Telephone:+243 819 239350

Email: albertsprentels@gmail.com

13.2. Fee and Charge as per Facilitating Fee Contract between All Facilitators
and Project Developer and/or Project

Loan Borrower M/S LA MINIERE DU MANIEMA SARL.(MIMA)

The Facilitating Contract was submitted to JS NEOPLANT CO.LTD Late
July2016.

14. ENGINEERING & TECHNICAL CONSULTANTS

14.1. Engineering Consultant: Eng.Lufudu Olenga Georges,

Standard Engineering Sarl,

Av.Ruzibazi,No.18B,Commune Lemba,Kinshasa
City,

Democratic Republic of Congo.

Telephone:+243 997 741 974

+243 815 047 374

+243 898 968 156

+243 850 060 392

Email:lufudu2001@yahoo.fr

14.2. Technical Supervisor:Eng.Jerome Mulamba Mukando,

E.C.B Sari,

Av.Baboro,No.1B Bis/C Yolo Sud,Kalamu,

Kinshasa City,

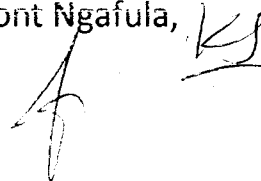
Democratic Republic of Congo.

Tel :+243 897 848 421

Email : mulambajerome@yahoo.fr

14.3. Superintendence: Eng.Shabani Musinga Juba Kitabu,

Rue Tshela,No.6,C/Mont Ngafula,



Kinshasa City, Democratic Republic of Congo.

Tel:+243 815 990 148

+243 859 606 800

Email:musinga_shabani@yahoo.fr

14.4. General Worker: Etale Kisanga Babho Richard,
Av.Lwembe,No:8,Q/3Z,
Kindu City,Maniema Province.
Democratic Republic Of Congo.
Tel:+243 817 354 258
Email:etalerichard@gmail.com

14.5. Sub-Contractor

14.5.1. Local Sub-Contractor: Eng.Olenga-Shulungu Booker,
Chef De Division/Reserve Strategique Gene,
Directeur De Production/Standard Engineering,
Lemba/Kinshasa City,
Democratic Republic of Congo.
Telephone:+243 815 991 339 &
+243 900 332 463
Email:oslobravo44@gmail.com

14.5.2. Foreign Sub-Contractor:

14.6. Vendors

14.6.1. Local Vendor : Mr.Mulamba Lumangamanga Augustin,
Av.Lualaba,No.5,Punia,Q/Mangobo,Punia.
Tel:+243 810 551 183
+243 840 630 903
Email:mulamba757@gmail.com



14.6.2. Foreign Vendor:

14.7 Project Standard in detail: All materials and engineering used will be compliant with Democratic Republic of Congo

building regulations and Revision and follow safety and efficiency rules laid out by

Democratic Republic of Congo government for Project Projet Integre Punia-Lubutu.

15. INSURANCE COMPANY

15.1. Mr.Henry E.Braun,

President/Director General,

B.U.O SA/Lisungi SA.

Immeuble B.U.O,

Avenue Wagenia,4847,

Gombe,Kinshasa,

Democratic Republic of Congo.

Tel:+243 820 300 623

+243 994 665 133

Email:heb@buo-rdc.com

Website:www.buo-rdc.com

15.2. **Business Scope.**

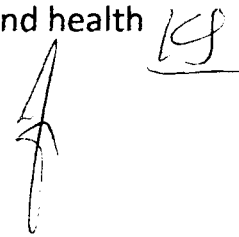
The above Insurance Company will offer Construction and Risk Policy and which covers: Insurance cover for

Public Liability, Professional Indemnity, Employers Liability and other Liability and Asset.

The Company will also offer the Political Risk and Investment Insurance.

The Company will also offer Workman's Compensation and health insurance.

Plus any other insurance.



16. PROJECT FACILITATORS

16.1 All Facilitating Fees will be paid to the Account of each Individual.

16.2 Any Facilitating Fee or remuneration in favour of Facilitators shall be legally disbursed from Total Project Loan Sum.

16.3 Facilitating Fee Contract between All Facilitators and Project Developer and/or Project Loan Borrower

M/S LA MINIERE DU MANIEMA SARL.(MIMA), has already been legally submitted to JSCL,

Before Project Loan Contract between lender and borrower has commenced to negotiate all

Terms and conditions for this project.

16.3. All Fee or Charge Contract between M/S LA MINIERE DU MANIEMA SARL.(MIMA)

and Attorney-At-Law, Facilitator, Each Engineering, Technology, Supervisors, Superintendence, others, CPA,

Taxes Consulting and Other Consulting Contract and other preliminary cost & Expenditure accounting

Book-keeping of Balance Sheet & P&L Sheet among the parties should be legally submitted to JSCL

Before Project Loan Contract between lender and borrower is commenced to negotiate all terms and

Conditions for this project.

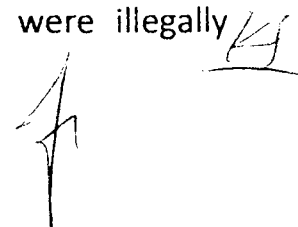
16.4. In case that All preliminary cost and expenditure for this project should be legally recorded into A/C .No. For Initial Expenses & Initial Cost of Business for Financial Statements

in accordance with international accounting principal.

16.5. Some Preliminary cost and expenditure shall be excluded from Total Project Financing Sum if Accounting

Auditor or Local Law will not be agreed or accepted or it were illegally disbursed or caused excessive

expenditure to themselves.=





17. ACCOUNTING AND AUDITS METHODS:

19.1 The parties in this agreement shall accept the International Accounting Standards and Audits as hereunder.

- ① Project Loan Program up to 100% against suitable Collateral Security
- ② Standard for International Accounting Standard.
- ③ International Financial Reporting Standard.
- ④ Accounting for Building & Construction with Indexation.
- ⑤ All Risk Insurance for this project.

18. RISK ASSESSMENT

18.1. Country Risk Assessment between Commercial Risk and Non-commercial Risk:

Project Financing Application may be dismissed, dropped, rejected, withdrawn or cancelled in the course of

Surveying, prospecting, assessing, appraising of all factors although All application Dossier of Project Loan Program

Is perfectly submitted in case that the Analysis Report for Country Risk, project Economic Efficiency and

Guideline for Foreign Project Loan Lender proves to be unacceptable because of non-compliance with

Terms and Conditions of Project Loan Program as hereunder.

- ① Political Risk Factors
- ② Economic Risk Factors
- ③ International Credit Worthiness
- ④ Foreign Debt Reimbursing Ability and Intent
- ⑤ Government Policy and National Codes Risks.
- ⑥ Religion & Culture Risk Factors
- ⑦ Force Majeure Risk Factor.

18.2. During Assess and appraise of Risk of this project, any risk can cause to be nullified for MOU—Project

Contract-Project Financing Contract or/and Project Loan Contract without any written notification.

18.3. Country Risk Assessment between Commercial Risks and Non-commercial Risk on EPC&F, BOT or

PPP Base on conditionality:

It may be dismissed ,dropped, rejected or cancelled in the course of surveying, prospecting, assessing,


Appraising of all factors although All application Dossier of Project Loan Program is perfectly submitted in case

that the Analysis Report for Country Risk, Project Economic Efficiency and Guideline for Foreign Project Loan

Lender cannot be compliance with Terms and Conditions of Project Loan Program on EPC&F ,PPP or

BOT Base on conditionality as hereunder.

- ① **Financial** – Delay on the loan release, delay on warranties presentation, interest rates fluctuation, availability of credit lines.
- ② **Operational** – From disruption to supplies and operations (construction company bankruptcy), failures in equipment delivery, conditions of the main access to the land of the project;
- ③ **Human** – Construction's manpower shortage due illness, death or accident;
- ④ **Procedural** – Failures of accountability, delay on licenses obtainment, failure internal systems and controls (project management), organization, fraud, import procedures etc.
- ⑤ **Project** – Risks of cost over-runs, jobs taking too long, insufficient product or service quality (service providers), expiration of licenses;
- ⑥ **Technical** – Insufficient product or service quality (service providers); advances in technology (obsolete systems etc.); technical failure, start-ups testing problems; hidden defects; incorrect procedures or materials used due the construction or the towers assembly and connection to the grid;
- ⑦ **Natural** – Threats from weather (delay on construction), natural disaster (reconstruction), accident (project delay), disease (shortage on manpower), etc.
- ⑧ **Political** – From changes in tax regimes, public opinion, government policy, foreign influence, exchange rates, etc.



19. JURISDICTION

19.1. All disputes arising between the parties related to this project shall be governed by Hong Kong Law only.

The parties may seek the arbitration of the International Chamber of Commerce of Paris under Revisions 400/500/600.

20. INDEMNITY FOR FAILURE TO PERFORM:

20.1 In consideration of the expenses already engaged by the Project Developer to gather any information compiled in the dossier:

Travels, hotels, public relations, government licences etc., before any suitable collateral is legally received by JSCL

or Any Loan Provider, though there is further delay of this project without justification by any of the parties,

No party has a right to pave a way for legally seeking compensation.

20.2 Before Project Loan Lender or Project Financier confirm or/and accept of suitable collateral Security or/and

Financial Facility in term of Project Contract on TEUK,EPC,EPC&F,PPP,BOT,BOOT,BLT,BET Contract Basis

Among parties, project promoter or /and project Developer or /and Project Loan Borrower /Project Loan Guarantor

Has no any right to make request any indemnification or/and indemnity for failure to execute Project Contract

Or Project Loan Contract or Project Financing Contract from project Loan Lender or Project Loan Provider

Or Creditor or any their representative.

20.3 While or/and After, Albeit Project Contractor or/and Project Financier or /and Project Loan Lender

Conformed to accept of Collateral Security, In case that there is or/and any flaw or/and a disqualified

Terms and conditions or/and Verbiage of Collateral Security and Project Developer or Project Guarantor

Should make revision or/and supplementation in no time at all.





Otherwise, project Financier has legal right to cancel to provide project financing program.

20.4. While or/and After Project Financier is on the way to normally tranches to deposit " Financing Program "into

SPV of JSC, If there is any flaw or/and a disqualified terms and conditions or/and verbiage for collateral Security

discovered by Project Financier or his representative or Attorney Law Firm or any third parties, Project Developer

or Project Promoter or Project Guarantor should make revision or/and supplementation in no time at all.

20.4.1. Otherwise, No Party has any lawful obligation or responsibility to legally indemnify for any other party that

Losses incurred or/and will cause.

20.4.2. Project Financier has legal right to cancel or withdraw "Project Contract or Project Financing Contract

20.5 Letter of Intent, MOU, Collateral Agreement, Financial Facility Protocol, Project Contract and

Project Financing Contract among parties can be invalidated or null and void if the parties do not

Execute same on scheduled time or /and Project Developer or Project Promoter or Project Guarantor

Should make revision or/and supplementation in no time at all.

20.5.1. All Losses incurred or/and will be caused shall be legally accounted of Project Developer or/and Project Guarantor.

21.GENERAL TERMS AND CONDITION:

21.1 For the purpose of this agreement or contract, words of masculine include the feminine and neuter and

Words of the singular include the plural and where more than one person is included in the term "Lender" or

"Borrower" the obligations of such person shall be joint and several.

21.2 Communication and all negotiations between the parties must be made in English language only.

21.3 Notwithstanding the performance of this contract, we hereby agree all terms and conditions of this MOU shall

Remain in full force and effect in so far as they have not been fully implemented or related to matters which

Follow after the performance.

22.SPECIAL PROPOSAL VEHICLE OF PROJECT CONTRACTOR AND FINANCIER.

22.1. Special Proposal Vehicle of Project Contractor

22.2. Special Proposal Vehicle(SPV) of Project Financier

22.2.1. SPV of Project Financier should be legally registered by Project Loan Borrower or

or his lawyer in the name of Project Loan /Financing Provider in London,UK or HK or Singapore.

22.2.2. All Costs and Expense shall be legally disbursed from Total Investment Sum from Project Loan Borrower

or Project Developer or His lawyer.

22.2.3. All Project Loan Sum or Project Financing Sum should be legally deposited into A/C No. of SPV in tranches up to

100% by Project Financier and Project Loan Lender Those Loan Contract is confirmed among parties.

22.2.4. Project Loan Amount shall be gradually deposited in principal within Grace Day or Construction each

Project and All Double Booking shall be lawfully recorded for Income and Disbursement by

MIMA Accounting Manager and JSC Accounting Manager of each other respectively.

22.2.5. Disbursement for Project Loan Sum shall be legally executed into Sub-Contractors, Vendors and

Other Fee and Charge in term of consulting Contract with VAT Bills among parties in case that DAPI

Account Manager officially apply for SPV of JSC to Settle Bills for Fee, Charge, Normal Settlement,

Commission and Others in advance.



22.2.6. In Principal, if MIMA Accounting Manager legally submits us all disbursement applications inclusive of Superintendence Report and VAT Bill according to Loan deposit schedule before 60days in advance, SPV of JSC Accounting Manager will legally disburse into each parties not through MIMA Account No.

23.SPECIAL CONDITIONS:

23.1 This MOU will be nullified hereto from the date that any party knowingly, intentionally, incidentally or Accidentally modifies, revises, fakes, forfeits, amends any word, clause, provision without consent in Writing between parties in this MOU.

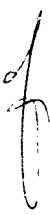
23.2 This MOU shall be nullified in the case that the party signing and stamping the MOU has no authority to do so.

23.3 Any fraud activity or/and attempts may be able to commit crimes THROUGH US to:
INTERPOL, FBI, CIA, IC3, US Treasury Dept., Fin CEN, SEC, Federal Reserve, ICC Commercial Crime Services, RCMP, New Scotland Yard, City of London Fraud Squad, Nigeria's EFCC & ICPC, Crime Stoppers International as well as any Law Enforcement Agency in your area.

23.4. Total Fee & Charge for Attorney Lawyer, CPA Consultant, Engineering Consultant, Project Facilitator, Project Financing Facilitator and Preliminary Cost and Expense should be accounted up to 1.0% of Total Investment each project.

23.4.1. In case that All Fee & Charge is exceeded of one(1 %) percentage of total financing program or project loan Sum each project, the project financing program or project loan program may be able to call off of itself in no time at all.

23.4.2. In special case, Project Promoter or Project Developer may be able to make request to increase or decrease all





Fee and Charge according to international normal practice and biz rules among parties.

In WITNESS whereof, the parties hereto have executed this (M.O.U) Memorandum of Understanding as a Contract/ Agreement this day16.....th.....09..... 2016.

READ, AGREED AND ACCEPTED BY PARTIES:

1. JS NEOPLANT CO. LTD


By its ~~Managing~~ Director:
and on behalf of JS NEOPLANT CO., LIMITED

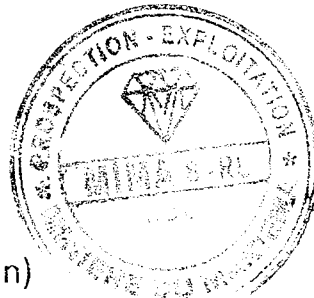
.....
Dr Chil Sik Kim/ MD/ Director



2. M/S LA MINIERE DU MANIEMA SARL.(MIMA)

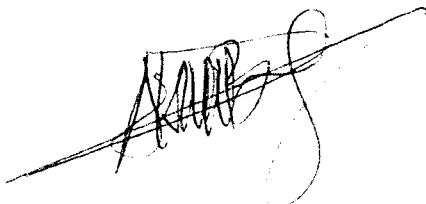
By its Gerant(Chairman):


.....
Hon. Koloso Sumaili Matembela/Gerant(Chairman)



3. Witnessed by Maitre Assani Kimwanga Bin Ibrahim Akim

Attorney-at-law



KS