Model Mining Agreement

Preamble

Date and Parties of the Agreement

The Effective Date of this Agreement is _____, 20__ ("Effective Date").

This agreement is a Mineral Investment Agreement made under the Law on Management and Exploitation of Mineral Resources (hereinafter called the "Law") and Sub-decrees or regulations adopted pursuant to the law

Between

The Ministry of Mines and Energy (the "Ministry")

And

….. and ….. (each a "Licensee" and collectively, the "Licensees").

Whereas:

a) The Section 58 of the Constitution of the Kingdom of Cambodia stipulated that state property notably comprises land, mineral resources, mountain, sea, underwater, continental shelf, coastline, airspace, islands, rivers, canals, streams, lake, forests, natural resources, economic and cultural centers, bases for national defense and other facilities determined as State property. The control, use and management of State properties shall be determined by law;

b) The Royal Decree នស/រកម/0701/09 dated 13 July 2001, promulgated the Law on Management and Exploitation of Mineral Resources;

c) The Licensee(s), being holder of the Mineral Exploration License in respect to this License Area, has completed exploration activities in compliance with the Law and is therefore entitled to obtain the right to develop, produce and sell Minerals within the Mining Area, applies for an Industrial Mining License to explore for, develop and exploit mineral resources in the License Area;

d) The Licensee(s) has the financial capability, and the technical knowledge and technical ability, to carry on the mineral operations in a manner wholly consistent with the Law and this Agreement, and does not have a record of non-compliance with principles of good corporate citizenship;

e) The Parties recognize that this Agreement is of fundamental public importance and that it is and by its nature ought to be freely and publicly available on request to any person requesting it;

f) The objective of this Agreement is to develop the mineral resources in a manner to promote long term stability in the conditions of mining investment and contribute to the sustainable development of Cambodia and its communities through a process in which the production and use of non-renewable natural resources takes place in an equitable framework; and the Parties to this Agreement believe that the Project can be developed, economically operated, and closed while protecting the natural environment of Cambodia and the productivity of its ecosystems, and while managing adverse environmental impacts to eliminate, minimize, or mitigate them to acceptable levels, and compensating for any remaining impacts;

NOW, THEREFORE, it is agreed:

Definitions and Interpretation

Section 1: Definitions

"**Affiliate**" means an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Company. For purposes of this definition, "control" means ownership of greater than 50% of the share capital of a company and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise.

"**Applicable Law**" means the law(s) of Cambodia as further defined in Section 71.

"**Closure Plan**" has the meaning assigned to that term in Section 44.

"**Commercial Production**" means production equal to [sixty percent (60.0%)] of the Project's constructed initial annual design capacity as shown in the Feasibility Study, averaged over a continuous three-month period.

"**Community Development Agreement**" has the meaning assigned to that term in Section 37.

"**Confidential Information**" has the meaning assigned to that term in Section 55.

"**Consultation**" means an open, inclusive, and non-coercive process, conducted in the native language of the participants, for exchange of information, ideas and viewpoints about the potential benefits and impacts of the Project. Consultation shall strive to include, in socially and culturally acceptable forms, all social elements in the area affected by the subject matter under consideration, including both men and women. Where Indigenous or Tribal Populations are part of the Consultation, the Parties shall refer to international guidelines as to the appropriate ways to proceed. Parties shall strive for full prior disclosure of relevant information in advance of any decisions to be taken as part of the Consultation.

"**Date of Commencement of Commercial Production**" means the first day of the calendar quarter after the calendar quarter in which Commercial Production first occurs.

"**Environmental Assessment**" means a systematic study of the environmental character of the Mining Area to establishing a baseline of existing environmental conditions, and assessing the Project-related environmental effects and impacts in order to evaluate their significance.

"**Environmental Management Plan**" means the plan required to be produced and submitted to the Ministry by the Licensee(s) under Section 9.

"**Feasibility Study**" means the study required to be produced and submitted to the Ministry by the Licensee(s) under Section 8.

"**Financing Plan**" means the plan required to be produced and submitted to the Ministry by the Licensee(s) under Section 12.

"**Force Majeure**" means any event or circumstance which a Party could not reasonably be expected to prevent or control, including among other things, wars, insurrections, civil disturbances, blockades, embargoes, strikes and other labour conflicts, riots, epidemics, earthquakes, storms, floods, or other adverse weather conditions, explosions, fire, lightning, acts of terrorism, or the unavailability or breakdown of materials or equipment.

"**Good Industry Practice**" means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be applied by a skilled and experienced person engaged in the international mining industry and includes but is not limited to the guidance provided, as applicable, by the International Council on Mining and Metals, by the IFC Performance Standards, and by ISO 14001 standards.

"**IFC Performance Standards**" means the International Finance Corporation's Performance Standards on Social and Environmental Sustainability.

"**Independent Sole Expert**" means an individual, an employee of an internationally recognized mining consulting firm competent on international mineral markets and prices, or an individual, or employee of an internationally recognized environmental and/or social consultancy firm, competent in the field of international mining operations, as appropriate, as

the Parties may agree in writing, or failing such agreement within [___] days, as shall be appointed for this purpose on the application of either Party by the International Centre for Expertise in accordance with the provision for the appointment of experts under the Rules for Expertise of the International Chamber of Commerce.
"**Local Government**" means Provincial Governor Office.
"**Minerals**" means [IDENTIFY RELEVANT MINERALS TO BE MINED AND ASSOCIATED MINERALS].
"**Mining Area**" means the area specifically delineated in Annex A-1 of this Agreement.
"**Mining Operation**" means, subject to compliance with the Law and this Agreement, all work related to the various phases in the mineral development process, including exploration, mineral deposit evaluation, mine construction, mine development, mining, the reclamation or rehabilitation of and remediation of land, the extraction, beneficiation, transportation, handling, storage and marketing of a mineral substance extracted, the processing of mine tailings and all other activities necessary or convenient to carry out the Company's rights and obligations under this Agreement, but not including work performed for others.
"**Parent Company**" means _____
"**Project**" means the development, production and reclamation of a Mining Operation under this Agreement, all Mining Operations undertaken in the Mining Area, and all activities in connection therewith, pursuant to and in accordance with this Agreement, including all facilities and infrastructure that are reasonable and necessary for the Project according to Good Industry Practice.
"**Project Area**" means License Area or the area specifically delineated in Annex A-2 of this Agreement as such area may be modified by the Environmental Impact Assessment and Environmental Management Plan and the Social Impact Assessment and Action Plan.
"**Social Impact Assessment and Action Plan**" means the plan required to be produced and submitted to the Ministry by the Licensee(s) under Section 10.

Section 2: Interpretation

In this Agreement, unless the context otherwise requires:

a) The singular includes the plural and vice-versa;
b) Headings do not affect the interpretation of this Agreement;
c) References to a part, clause, schedule, exhibit and annex refers to a part, clause, schedule, exhibit or annex of, in or to this Agreement;
d) A reference to this Agreement includes all schedules, exhibits and annexes to this Agreement;
e) A reference to an agreement, deed, instrument or other document includes the same as amended, notated, supplemented, or replaced from time to time;
f) A reference to a court is to a court of Cambodia;
g) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;

Section 3: Existing Rights

The rights, obligations and liabilities of the Licensee(s) and the Ministry subsisting prior to the Effective Date under the Law or permits, licenses or approvals issued thereunder, except as superseded herein, shall continue and bind both the Licensee(s) and the Ministry during the term of this Agreement.

Tenure

Section 4: Scope

This Agreement, and the rights, interests and benefits of the licensee(s), and the obligations and liabilities of the Ministry, under it, are subject to the Law and regulations issued under it. Licensee(s) shall, at all times and in regard to all things, comply with its obligations under the Law and relevant regulations. No provision of this Agreement shall excuse a Licensee from so complying, nor derogate from any right or privilege of the Ministry thereunder.

Subject to this Agreement, and thereunder, the licensee(s):

i. Shall, and have the exclusive right to, carry on mineral operations at their sole cost, risk and expense; and
ii. Shall provide all human, financial and technical resources therefor.

The licensee(s) are not authorized to carry on mineral operations in any part of Cambodia outside the project area, other than in accordance with the industrial mining license granted to the licensee(s) by the Ministry.

Section 5: Terms

Subject to the terms of this Agreement, this Agreement shall remain in force for a period equal to the term of the industrial mining license and for such further period as the industrial mining license may be renewed from time to time provided that, where the licensee, at the expiry of the industrial mining license, applies to the Ministry for the renewal and:

i. The Ministry rejects the application for renewal; or
ii. Such industrial mining license is renewed in a manner other than in accordance with Company's application for renewal under the Law.

If the obligations mentioned in the Section 6 or Section 7 of this Agreement are not fulfilled by the Licensee(s), this Agreement shall terminate and be of no further force or effect.

Section 6: Obligations Up On the Effective Date

Within 30 working days of the Effective Date, Licensee(s) shall submit to the Ministry a plan and detailed working program to carry on necessary activities in the Project Area for the purpose fulfilling the obligations under Section 7 of this Agreement.

The Ministry shall approve and issue permit to the licensee(s) within 20 working days after receiving complete application from the Licensee(s).

Section 7: Obligations Prior Granting Industrial Mining License

Within 18 months of the Effective Date and prior to granting the initial industrial mining license, the Licensee(s) shall submit the following documents to the Ministry, as further described in this Agreement (collectively, the "Documents"):

a) Feasibility Study.
b) Environmental Assessment and Environmental Management Plan.
c) Social Impact Assessment and Action Plan.
d) Financing Plan.
e) Closure Plan, consistent with Section 44 of this Agreement;
f) Related Government Approvals if any;
g) In addition, the Documents shall be publicly available pursuant to Section 54 of this Agreement, subject to the provisions of Section 55.

Section 8: Feasibility Study

The Licensee(s) shall have a Feasibility Study prepared by (i) an independent third-party or (ii) by the Licensee(s) and verified by an Independent Sole Expert, on the basis of sound engineering and economic principles in accordance with Good Industry Practice. The Feasibility Study shall include:

a) A description and plan of the area over which Mining Lease is sought;
b) A description of the mineral deposit with a comprehensive report including details of the grade and quantity of the proven, probable ore reserves and the anticipated mining conditions, with comments on possible ore reserves;
c) A technological report on mining and ore treatment possibilities;
d) A proposed mining plan, including:
    i. The proposed Date of Commencement of Commercial Production;
    ii. The anticipated facilities, scale of operations and production capacity;
    iii. The anticipated processing plan and estimated overall recovery of ore and mineral products; and
    iv. The anticipated marketing arrangements for the sale of the mineral products;
e) A detailed program for reclaiming and rehabilitating lands disturbed by the Project and for the minimizing, controlling and jointly monitoring the effects of mining on air, land, and water, based on previously agreed environmental standards. The program and standards must:
    i. Be according to good international mining industry practice;
    ii. Reasonably anticipate damage to air, land water, persons, vegetation and marine and animal life;
    iii. Appropriately recognize the costs and benefits of environmental protection in relation to the benefits of the Project; and
    iv. Reasonably recognize the effect the Project must necessarily have on the environment.
f) A reasonably detailed forecast of capital investment, operating costs and sales revenues and the anticipated financing plan;
g) The period for which Mining Lease is required;
h) A report on the anticipated employment requirements for the Project and a program for employing and training Cambodian citizens, specifying for each year:
    i. The anticipated number of citizens involved;
    ii. The scope of the training courses; and
    iii. The anticipated costs;
i) A report of the Project's anticipated requirements for goods produced for services that may be obtained within Cambodia and Licensee's intention as to services that may be obtained with Cambodia;
j) Details of the anticipated infrastructure plan and the land areas necessary for such infrastructure; and
k) The key Ancillary Authorizations required by Parent Company to fully implement the Project.

The Ministry, shall keep the Feasibility Study confidential as required by this agreement.

Section 9: Environmental Assessment and Environmental Management Plan

The Licensee(s) shall have an Environmental Assessment prepared based on sound engineering and economic principles, and having regard to Good Industry Practice including IFC Performance Standard 1, establishing a baseline of environmental conditions existing at the Effective Date, and assessing the Project-related environmental effects and impacts.

The Licensee(s) shall have an Environmental Management Plan prepared (which if prepared by the Company is verified by an independent environmental consulting firm recognized as having expertise in the international mining industry), based on the Environmental Assessment and sound engineering and economic principles, and having regard to Good Industry Practice including IFC Performance Standard 1. The Environmental Management Plan shall upon request by the Ministry, be made publicly available in a language and in a form that is accessible to affected communities in the Project Area, and shall be placed in the document files identified in Section 54 of this Agreement.

The Environmental Management Plan shall be and updated prior to any major change to the mine plan. The Environmental Management Plan shall include:

i. Measures that the Licensee(s) intends to use to mitigate adverse consequences of further of the Project as described in the Feasibility Study;
ii. Plans for the management, remediation, rehabilitation and control of all environmental aspects of the Project, excluding all historic environmental matters that are not assumed by the Licensee(s), including
    a. A plan to avoid, minimize, mitigate, rehabilitate and offset, where appropriate, impacts on biological diversity within the Mining Area;
    b. A plan for preventing, minimizing or mitigating adverse environmental impacts to rivers and other potable water and ensuring that such pollution does not cause unnecessary harm or destruction to human or animal life or fresh water fish or vegetation;
    c. Opportunities for the improved management and conservation of natural resources in the Project Area;
    d. A plan to avoid or minimize greenhouse gas air emissions from the Project taking into account economically and commercially feasible technology;
    e. A plan to effectively manage soil resources to allow future use of the surface land consistent with the proposed post mining land use;
iii. A description of the actions to be taken during any periods of temporary closure or cessation of operations and for the closure activities to be performed should closure be required prior to the completion of the planned mine life;
iv. A plan for concurrent reclamation to the extent practicable;
v. A plan to restore all mined areas to a final landform that is safe, stable, and suitable for the proposed post mining land use;
vi. A plan regarding the intended post mining land use in the Project Area;

The Licensee(s) shall comply with the environmental laws of Cambodia in force at any time during the period of this Agreement, including laws relating to protection of water quality, air quality, quality of land, the preservation of living natural resources, the protection of biodiversity, and the disposal of hazardous and non-hazardous wastes. Subject to Section 63, a material failure to comply with environmental laws, the terms of environmental licenses or permits, or of the terms of all mitigation measures and restrictions contained in the Environmental Management Plan, as the same may be amended from time to time, constitutes a breach of this Agreement.

Section 10: Social Impact Assessment and Action Plan

The Licensee(s) shall have a Social Impact Assessment and Action Plan prepared with guidance from the IFC Performance Standards (and updated prior to any major change to the mine plan), which shall include:

a) Provisions to prevent or minimize the potential adverse impact of the Mining Operation on the individuals and communities resident in and around (i) the Project

Area and (ii) areas affected by the processing or transport of Minerals whether using Licensee owned infrastructure or infrastructure provided by the State or third parties;

b) Provisions to prevent or minimize unreasonable interference with the living conditions of the population lawfully settled within the Mining Area and surroundings, and to cause the Licensee's employees and contractors to respect the customs of the local populations;

c) Provisions to mitigate negative social impacts on the local community, including housing, sanitation and public health measures of any temporary or construction work force engaged by the Licensee.

d) Provisions (with guidance from IFC Performance Standard 5 as it may from time to time be amended, where the surface of the Mining Area is permanently or seasonally occupied, or resources in the Mining Area are integral to livelihoods or cultural practices of local persons, communities, or Indigenous or Tribal Populations other than artisanal or small scale miners) to:
    - Avoid or minimize displacement of persons or involuntary resettlement wherever feasible;
    - Make satisfactory arrangements for payment of fair and reasonable compensation for any prospective damage to any crops, buildings, trees or works therein;
    - Compensate the holders for the use of the surface area, where the surface rights to any land within the Mining Area are held or owned by local or Indigenous or Tribal Populations as recognized by Applicable Law or relevant customary law, at a reasonable rate agreed by the holder and the Licensee(s);
    - Recognize the rights of surface right owners and occupiers, the rights of Indigenous or Tribal Populations, or other community in the Project Area is located, to continue utilizing land within the Project Area for subsistence purposes, including grazing livestock, using water, cultivating crops, hunting game, and collecting fruits and fuel wood, provided that such subsistence use would not be unsafe and does not substantially interfere with Mining Operations;

e) Provisions for developing a plan of resettlement if at any point a resettlement of the local population appears to be essential, having regard to the requirements of IFC Performance Standard 5, as the same may from time to time be amended, including provisions to;
    - Conduct full Consultation with Local Governments and all persons who may be displaced or relocated, with the goal of developing a resettlement program to which they consent;
    - Mitigate adverse social and economic impacts by ensuring that resettlement activities are implemented with appropriate disclosure of information and Consultation;
    - Improve, replace or restore the livelihoods of displaced persons to ensure in all material respects the availability of means of livelihood adequate to maintain a an appropriate quality of life in the community; and
    - Improve, replace or restore living conditions among displaced persons through provision of adequate housing with security of tenure at resettlement sites.

f) A procedure where, if the surface of the Mining Area is occupied by artisanal miners or persons conducting small scale mining activity, the Licensee shall treat such persons as displaced persons and implement the resettlement under the foregoing provisions, provided that the Licensee shall not be liable to compensate or resettle any artisanal miners who first occupy the Mining Area after the Effective Date, including a procedure to ensure that information regarding the Effective Date is well documented and disseminated throughout the Mining Area in a culturally accepted manner and that

the resettlement plan is developed in Consultation with those artisanal miners or persons conducting small scale mining activity; and

g) A plan for the transition of the Project Area to a post mining economy.

Section 11: Requested Changes by the Ministry

The Ministry may provide Notice to the Licensee requesting such revisions of the Environmental Assessment, Environmental Management Plan, Social Impact Assessment and Action Plan, and Closure Plan as are reasonable to contribute to the efficient development of locally required infrastructure and to assist other national and local needs, provided that such requested revisions shall relate to the Project and shall be utilized by the Licensee(s) in the Project Area, and provided further that such requested revisions shall not materially impact the economic returns of the Company:

i. If the Ministry provides Notice of such requested revisions within ninety (90) Days after receipt of the Documents, the Licensee and the Ministry shall meet within thirty (30) Days of the Ministry's written notification to the Licensee as to any requested revisions so that the Parties may negotiate revisions to any of the Documents. The Parties shall establish a time frame within which to revise the Document, which time frame shall not exceed ninety (90) Days of the Ministry's Notice to the Licensee as to the requested revisions. If the Parties are unable to reach agreement within forty-five (45) Days of the Ministry's written notification to the Licensee as to the requested revisions, the matter may be referred by either Party for resolution pursuant to Section 59.

ii. If the Ministry does not provide Notice of such requested revisions within ninety (90) Days after receipt of the Documents, the Documents shall be deemed to have satisfied the requirements of this Agreement.

Section 12: Financing Plan

The Licensee(s) shall have a sound Financing Plan prepared which shall include such provisions as the Licensee(s) may determine consistent with its commercial requirements and Good Industry Practice. The Licensee(s) shall be responsible for raising all of the financing necessary to implement the Financing Plan for the Project.

Section 13: Approval of Feasibility Study and Granting Industrial Mining License

The Ministry may (i) reasonably request additional information with respect to any aspect of the Feasibility Study, and (ii) reasonably recommend changes in any component of the Feasibility Study to the extent the Ministry deems the changes necessary to satisfy applicable requirements of this Agreement.

The Ministry may not unreasonably withhold approval of the Feasibility Study if:

i. the Feasibility Study complies with the provisions of the Law and the terms of this Agreement,

ii. a Competent Person reasonably selected jointly by the Ministry and Licensee has concluded that the basic design and material and operating specifications, the capital expenditure plan and construction schedule included in the Feasibility Study and the Licensee's plans are sufficient if implemented as contemplated by the Feasibility Study to support the efficient and economic Operations, processing and marketing of the Minerals proposed to be Mined from such Proposed Production Area,

iii. the EIA and the EMP have received the approval of the Ministry of Environment,

iv. the proposed Social Impact Assessment and Action Plan satisfy the requirements of Section 10 of this Agreement,

v. the Feasibility Study and proposed plan are financially viable, and
vi. conditions under Section 13 are dully satisfied.

The Ministry shall be deemed to have approved the Feasibility Study unless the Ministry has notified the Licensee(s) in writing of the reasons for disapproval not later than 120 days after the Ministry receives from the Licensee a Feasibility Study and related materials substantially complying with the requirements of this Agreement. Following any such disapproval and the resubmission by the Licensee of an amended, modified or supplemented application or Feasibility Study, the Ministry shall be deemed to have approved the Feasibility Study unless within 60 days of such amendment, modification or supplement the Ministry has notified the Licensee in writing of the reasons for disapproval.

Upon the approval of the Feasibility Study, the Minister shall grant the Licensee an Industrial Mining License covering the Proposed Production Area that was the subject of the license application filed under the Law, in which case the Proposed Production Area shall become an approved Production Area.

Section 13: Requirement to Obtain Permits

Where the Licensee is required under this Agreement or Applicable Law to obtain a permit, license or approval, the Licensee shall obtain the necessary permit, license or approval from the appropriate government agency (including the Local Government) prior to proceeding with or undertaking the activity authorized by the permit, license or approval.

Section 14: Construction

Within thirty (30) Days subsequent to the Licensee's receipt of the initial industrial mining license, the Licensee shall submit to the Ministry a detailed schedule for the performance of all planned activities during the Construction Period. The schedule shall include all activities identified in the Feasibility Study and include the details to be developed for construction.

The schedule shall include an estimated duration of the key components of all planned activities to be performed during the Construction Period including a critical path, milestones and decision points. Company shall submit to the Ministry, thereafter on a Quarterly basis, an updated schedule showing progress and any changes in the milestones or critical paths for the Construction of the Mine. The Ministry shall have the right to comment upon and request explanation of the any changes that occur in the schedule.

Within 180 Days after the Licensee's receipt of the initial industrial mining license, the Licensee(s) shall commence and diligently continue construction of the Project until its completion in accordance with the Feasibility Study and any non-material changes resulting from engineering and other studies conducted by the Licensee(s) after completion of the Feasibility Study.

Section 15: Performance Security

The Licensee shall lodge, in the prescribed manner and within Sixty (60) Days after the Licensee's receipt of the industrial mining license, a security for compliance with:

i. the conditions to which the industry mining license, if granted, will from time to time be subject; and
ii. the provisions of Section 14 of this Agreement.

The Ministry may require the Licensee to lodge, in the prescribed manner and within such period as the Ministry specifies in writing, an additional security for compliance with

conditions imposed in relation to the requirements under Section 9 and Section 10 of this Agreement.

Section 16: Term of Industrial Mining License

The duration of an Industrial Mining License may be granted for a total period of 21 years or less in according with the proposed project life determined in the feasibility study. The Ministry at its discretion and as it deems fit may grant license for a shorter period of time and subsequently extend the license period with the 21 years limit.

The above duration of an industrial mining license shall consist of the period for mining development and production.

Section 17: The Ministry May Summarily Refuse Certain Application

The Ministry may terminate an application for an industry mining license or refuse an application for an industry mining license, if in respect of the whole or any part of the land to which the application relates, the Ministry is satisfied on reasonable grounds in the public interest that the land should not be disturbed; or the application should not be granted.

Section 18: Right of Licensee

Subject to the Law, the Applicable Regulations and to any conditions to which the industrial mining license is subject, an industrial mining license authorizes the licensee thereof and his agents and employees on his behalf to:

(a) Have full and complete access to the Mining Area subject to Applicable Law and the terms of this Agreement;
(b) Exercise its rights under the Law, the Applicable Regulations and this Agreement, to the extent necessary for Mining Operations in the Mining Area;
(c) Make all necessary excavations to mine the mineral deposits and, subject to submission of updated Documents if necessary, to re-work mine tailings and dumped materials;
(d) Construct all plant, machinery, buildings, workshops, pipelines and other production facilities which are necessary or convenient for Mining Operations;
(e) Adjust production schedules, operating rates and manpower levels as necessary and prudent to respond to temporary operating conditions according to Good Industry Practice;
(f) Stockpile products or dump any waste products of mining or mineral processing operations, including tailings;
(g) Take and use water from waterways, wells and bores, to lay water pipes, to make water races and ponds, dams and reservoirs, and to divert and use any water necessary for the Project;
(h) Construct and maintain all transportation and telecommunication facilities and conveniences and such other areas as specified in the Feasibility Study to be necessary or convenient to construct and operate the Project;
(i) [reserved];
(j) Cut and utilize timber, and quarry stone, sand, gravel and other construction materials, for use in construction and operation of the Project, free of charge and within the Mining Area, to the extent reasonably needed for the Project (but not for any other purpose, including resale);
(k) Construct and maintain houses, buildings, amenities and incidental facilities for the use of the Licensee, its contractors, agents and their employees and their immediate families;
(l) Conduct all other Mining Operations as are necessary or convenient to carry out the Licensee's rights and obligations under the Law, Applicable Regulations and this

Agreement, and engage in all other activities as are reasonably necessary or convenient to carry out the Project consistent with Good Industry Practice; and

(m) Market, sell and export Minerals within the country and internationally, at market prices.

The rights conferred by this section are exclusive rights for mining purposes in relation to the land in respect of which the industry mining license was granted.

Financial

Section 19: Rental

The Licensee shall pay to the Ministry an annual rental fee per hectare of land included in the Mining Area according to the following schedule:

- For the period between the Effective Date and Issued Date of Initial Industrial Mining License - 250.00 US Dollars
- For the period between the Issued Date of Initial Industrial Mining License and Date of Commencement of Commercial Production – 200.00 US Dollars
- For the period after the Date of Commencement of Commercial Production – 100.00 US Dollars

Section 20: Royalty

The Licensee(s) shall pay royalty according to the Law, regulations and provisions prescribed in a joint Prakas by the Ministry and the Ministry of Economy and Finance.

Section 21: Verification of Royalties Payable

Where the Ministry is of the opinion that any royalty has not been paid or that, having regard to any particulars that may be furnished by a person pursuant to a requirement of the Law or the Applicable Regulations in respect of any mining operations, any royalty was not properly assessed or was not properly calculated, notwithstanding that a certificate may have been furnished in accordance with the Section 22 of this Agreement, the Ministry may make an estimate of the royalty, taking into account the Applicable Regulations and such information as has been furnished or is otherwise available to the Ministry, and thereafter, having given to the Licensee who paid or may be required to pay the royalty notice:

(a) that the Ministry proposes to exercise the power conferred by this section, particulars of the manner in which the proposed estimate is calculated being set out in the notice; and

(b) that any submissions as to the proposal should be made to the Ministry within a period specified in that notice,

The Ministry, on the expiry of that period specified in sub-paragraph (b) and having considered any submissions made, may determine the amount of royalty that should have been or which is to be paid.

Section 22: Royalty Assessment Certificates

For the purpose of verifying any royalty, the Ministry may, where the Licensee who has paid or may be required to pay a royalty under the Law, the Applicable Regulations or this Agreement so requests, in respect of a period stated in the request, accept a certificate that the royalty appears to the person signing the certificate to have been properly assessed and calculated, being a certificate which:

(a) is prepared at the cost of the person by whom the request is made and is signed by an auditor acceptable to the Ministry or some other competent independent assessor, being a person approved by the Ministry; and
(b) sets out the amount of the royalty paid or to be payable and, unless the Ministry otherwise consents, sufficient detail of the methods of assessment and calculation, and of all weights, analyses, assays and other matters relevant to the certificate to enable the amount certified to be verified.

Section 23: Royalty Audit by the Ministry

For the purpose of:

(a) determining whether or not in relation to any mining operations any royalties are payable, the rates of payment, the method of valuation which is to be used in relation to a mineral or class of minerals, the basis on which a rate of royalty shall be applicable, the methods of assessment and calculation, and the amount payable; or
(b) ascertaining information as to pricing or accounting methods and storage, transportation, processing or merchandising practices,

An officer of the Ministry or a person authorized by the Ministry may, at any reasonable time, without warrant other than this section exercise the powers to:

i. enter upon any land where mining operations are carried out and into any premises situate there or any other premises elsewhere used for the purpose of preparing accounting or other records relating to the mining operations conducted on that land;
ii. enter upon any other land or into any premises where that officer or authorized person has reasonable cause to believe any mineral derived from the mining operations, or any accounting records relating to that mineral, to be, if:
    - the officer or authorized person has reasonable cause to believe an offence against this sub-decree or a breach of the conditions of any mineral license has been, is being, or is about to be committed; or
    - the consent of the owner or occupier of that land or premises has been obtained;
iii. inspect and examine any mining operations and any accounting or other records in respect of those operations, and any mining product or mineral, in relation to which royalty is, or in his opinion may be, payable;
iv. take copies or extracts of accounting or other records relating to mining operations, or of other sources of information examined by or produced to him;
v. require Licensee to produce, or to secure the production of to that officer or authorized person, such accounting or other records or other sources of information as are in the custody or control of the Licensee which relate to any mining operations, mineral product or are relevant for the purpose of determining whether any, or what amount of, royalty may be payable in relation to the mining operations, for the purpose of seeking or obtaining the information that appears to the officer or person exercising that power to be necessary in relation to any question as to the royalties that may be payable.

Section 24: Production Statement

The Licensee shall submit to the Ministry a production statement in accordance with the Law and relevant regulations, and if not so provided then not later than Thirty (30) days after the end of the calendar quarter in which the Date of Commencement of Commercial Production occurs and thereafter not later than thirty (30) Days after the end of each subsequent calendar quarter during the term of this Agreement. The production statement shall be prepared in accordance with the Law and relevant regulations, if any, and Good Industry Practice, containing the following particulars:

(a) The quantity and quality of Minerals produced and sold;
(b) The size of Minerals stocks held at the beginning of the calendar quarter;
(c) The size of Minerals stocks held at the end of the calendar quarter;
(d) The calculation of the royalty due on such Minerals produced and sold, in accordance with Section 20.

The Ministry may give Notice specifying other particulars relating to Project operations necessary for calculation of the royalty be included in the production statement and the Licensee shall comply with any such reasonable request.

Section 25: Taxation and Other Duties

The Licensee shall be subject to all fiscal legislation from time to time in force in the State except where:

i. it is exempted wholly or partly from the application of the provisions of a particular Applicable Law pursuant to a validly granted authority under any Applicable Law; or
ii. as otherwise set out in this Agreement.

Section 26: Annual Financial Statement to Be Submitted

As soon as practicable after the annual financial statements of the Licensee are available for each calendar year, but not later than the first calendar quarter of the following calendar year, the Licensee shall submit to the Ministry an investment report using a format consistent with Good Industry Practice, and copy of financial statement according to this section.

Each year's financial statements shall be accompanied by a certificate of the chief financial officer of the Licensee to the effect that during the year then ended the Licensee was in compliance with the requirements of this Agreement and the Tax Law.

Each year's financial statements shall be accompanied by a listing of all transactions with Affiliates of the Licensee reflected in such financial statements, identifying the amount of the transaction, the Affiliate involved, and the nature of the transaction. Transactions of the same type with the same entity that are individually immaterial may be aggregated rather than separately listed. The Licensee shall maintain contemporaneous documentation of each such transaction with any such Affiliate evidencing the pricing of the transaction, including all documentation required by the Tax Law or any regulations issued thereunder.

Each year's financial statements shall be accompanied by certificate of the chief financial officer of the Licensee to the effect that (i) with respect to goods or services covered by any pricing agreement in effect between Licensee and any Affiliate of the Licensee during the relevant period, the Licensee's transfer prices during such year were computed in accordance with the requirements of such pricing agreement and (ii) with respect to goods or services sold or provided in a transaction between the Licensee and an Affiliate of the Licensee which are not covered by such pricing agreement, the prices thereof imposed during the relevant period were computed in accordance with the Tax Law.

Section 27: Records

The Licensee shall keep or cause to be kept such records in respect of the mineral produced or obtained from the industrial mining license, as are necessary:

(a) to give a true and complete indication of:
    - the quantity of the mineral; and
    - each sale of that mineral, including time, destination, value and quantity of the sale; and

(b) to substantiate the details and calculations on all royalty returns forwarded in respect of the mineral, and

Shall retain those records for a period of 5 years after the completion of the sale of the mineral, or of the payment of the royalty, whichever is the later date.

Section 28: Insurance

At all times during the Term of this Agreement, the Licensee shall maintain, and cause its contractors and subcontractors to maintain, with financially sound and reputable insurers, insurance with respect to the Project against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is consistent with Good Industry Practice. If at any time the Licensee fails to purchase and maintain in full force and effect any and all insurances required under this Agreement, the Ministry may, at its sole discretion, purchase and maintain such insurance, and all reasonable amounts incurred by the Ministry therefor shall be reimbursed by the Company.

Mutual Obligations

Section 29: Information to Local Government

The Ministry and the Licensee must keep Local Governments, traditional or other landowners or occupants and Indigenous or Tribal Populations regularly informed about activities under this agreement and Consult with them regularly about activities or planned activities under this Agreement.

The Ministry shall cooperate with the Licensee in verifying that Indigenous or Tribal Populations with claims to the surface of the Mining Area are in fact the rightful owners or occupiers thereof.

The Ministry shall, in accordance with Applicable Law, respect and enforce agreements made between the Licensee, Local Government, traditional or other landowners or occupants and Indigenous and Tribal Populations.

The Ministry shall cooperate with the Licensee and Local Government to resolve disputes between the Licensee and Local Government.

Financial benefits to be received by a Local Government from payments made by the Licensee to the Ministry under Applicable Law or under this Agreement shall be provided to the Local Government without added cost to the Licensee. The Ministry shall provide an annual report to the Licensee and the Local Government on such funds provided by the Ministry to the Local Government.

Section 30: Prevention of Corruption

The Licensee, its officers, directors and employees acknowledge and agree that they are subject to the Anticorruption Law, and shall conduct their activities in Cambodia in accordance with their obligations under the Anticorruption Law.

The Ministry acknowledges and agrees that Ministry's Officials at all levels of the Ministry are subject to the Anticorruption Law and shall conduct their activities in accordance with their obligations under the Anticorruption Law.

The Parties acknowledge and agree that this Section and all payments made by the Licensee, or any of its contractors, subcontractors, officers or directors to Ministry's agencies or Ministry's Officials at any level shall be public information and made public.

Ministry's Obligations

Section 31: Fair and Economic Project Operation

The Ministry shall not adopt any provision of Applicable Law that imposes a material financial burden or material other burden solely on the Company or any of its Affiliates, whether or not such provision specifically identifies the Licensee or any of its Affiliates as the target thereof, provided that this provision shall not apply to any Applicable Law reasonably intended to protect the safety, health, welfare or security of the country or citizens thereof or to fulfill the Ministry's international obligations. The Licensee shall be bound by all non-discriminatory changes in Applicable Law concerning health, safety, labour, the environment, and to address the proximate human rights impacts of Mining Operations, provided that the changes in social and environmental standards are reasonable and achievable under Good Industry Practice.

Section 32: Approval

The Ministry undertakes, so far as possible and in accordance with the terms of this Agreement and Applicable Law, to expeditiously provide all necessary approvals and assistance for the development and operation of the Project and as otherwise may be reasonably required by the Licensee in relation to the rights granted to it under this Agreement. The Ministry shall establish simple and expedited procedures for the approval of all Permits required for the construction of the Project in a manner consistent with Applicable Law and so as not to be unreasonably withheld or delayed.

Licensee's Obligations

Section 33: Affiliated Company Transaction

Sales, leases, licenses and other transfers of goods and services between the Licensee and its Affiliates shall be at an arm's-length fee basis negotiated between the Parties in substantial accordance with the substantive principles and guidelines set forth in the Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations published by the Organization for Economic Cooperation and Development or subsequent substantive guidelines having a similar purpose agreed to by the Parties.

Any discounts or commissions allowed in transactions between the Company and its Affiliates shall be no greater than the prevailing rate so that such discounts or commissions will not reduce the net proceeds below those which it would have received if the parties had not been Affiliates. Upon request of the Ministry, the Licensee shall provide to the Ministry documentation of the prices, discounts and commissions, and a copy of all contracts and other relevant documentation related to transactions with Affiliates.

Section 34: Employment and Training of Cambodian Personnel

The Licensee shall conform with laws, rules and regulations regarding labor and safety standards. In giving preference to Cambodian citizens in all types of mining employment for which they are qualified, the Licensee shall employ Cambodian personnel in its Mining

Operations with preference to those who have established domicile in the host province(s) and municipality(ies) and shall, after the Date of Commencement of Commercial Production, in consultation and with consent of the Ministry, elaborate an appropriate training program for employment of suitable Cambodian nationals at all levels of employment. If necessary skills and expertise are currently not available, the Licensee must immediately prepare and undertake a training and recruitment program at its expense to identify suitably qualified Cambodian citizens in the host and neighboring communities with the aptitude to acquire the necessary skills and expertise.

For highly-technical and specialized mining operations, the Licensee may, subject to the necessary government clearances, employ qualified foreigners. It is agreed that alien employment shall be limited to technologies requiring highly specialized training and experience, subject to the required Government clearance under existing laws, rules and regulations. Where foreign technologies are utilized and where alien executives are employed, an effective program of training understudies shall be undertaken.

The Licensee shall not discriminate on the basis of gender. The Licensee shall respect the rights provided by law for all workers to participate in policy and decision-making processes affecting their rights and benefits.

Section 35: Use of Local Goods and Services

The Licensee shall, when purchasing goods and services required with respect to Mining Operations, give first preference, at comparable quality, delivery schedule and price, to goods produced in the State and services provided by the Domestic citizens or businesses, subject to technical acceptability and availability of the relevant goods and services in the country.

Section 36: Development Obligations

The Licensee shall exercise its rights and obligations under this Agreement according to the terms hereof, the Documents, and consistent with Good Industry Practice and Applicable Law.

The Licensee shall use its best efforts to construct and provide the required facilities and carry out the Project with due diligence, efficiency and economy, up to the Date of Commencement of Commercial Production.

The Licensee shall use commercially reasonable efforts to optimize the recovery of Minerals and to produce and market Minerals removed from the Mining Area at rates contemplated by the Feasibility Study any subsequent feasibility study or any mine plan. All operations shall be conducted consistent with Good Industry Practice and Applicable Law.

The Licensee may not make any material changes to operations detailed in the Feasibility Study unless it first submits those changes to the Ministry for comment and endorsement.

Section 37: Community Development Agreement

Within ninety (90) Days after the Effective Date of this Agreement, the Company shall enter into Consultation and negotiations with the objective of concluding one or more community development agreements as described in this Section or agreements with communities impacted by the Project, to promote sustainable development and enhance the general welfare and quality of life of inhabitants, as well as to recognize and respect the rights, customs, traditions and religion of the affected persons (each, a "Community Development Agreement"). It is the objective of each of the Parties hereto that the Mining Operations shall be carried out in a manner that is consistent with the continuing economic and social viability

of centers of population that have formed and which may form as a result of such operations during the term of this Agreement. Upon request of the Ministry at any time the Licensee shall consult with the Ministry and with the community mutually to establish plans and programs for the implementation of this objective and thereafter the Licensee shall cooperate with the Ministry with regards to its effort concerning the realization of such plans and programs.

Each Community Development Agreement shall be subject to Applicable Law, and shall;

a) Address both how local communities can take advantage of the development opportunities presented by the Project, and how the Project's adverse impacts can be mitigated;
b) Serve as the agreement that specifies how the Licensee's obligation to spend funds for local development shall be met;
c) Address environmental, social, and economic conditions during mining and after mine closure, and the eventual transition from a mining economy to a post-mining economy in the Project Area as may be agreed upon among the Parties to such Community Development Agreement; and
d) Be based on the objectives listed in Annex B.

Section 38: Relationship of this Agreement to Community Development Agreement

Where an inconsistency occurs between a provision in the Community Development Agreement and the terms or conditions of this Agreement, the provision in this Agreement shall prevail unless this Agreement specifically states that the provision in the Community Development Agreement shall prevail.

A final written and reasoned decision of a duly constituted court or arbitral panel declaring a material breach of the Community Development Agreement by the Licensee, shall constitute a breach of this Agreement.

Section 39: Local Business Development Plan

The Licensee resolves to cooperate with the Ministry and Local Government in carrying out the State's responsibilities by developing a local business development program to promote economic development and growth in the area of communities impacted by the Project. Such a program would be modified from time to time to fit the existing circumstances related to the particular operating phase (development, construction and operation) in the life of the Project. The program would be based on the objectives listed in Annex C.

Section 40: Community Health

The Licensee resolves to cooperate with the Ministry and Local Government in carrying out the State's responsibilities to provide subsidized health education, medical treatment, care and attention at acceptable standards to all inhabitants of the communities affected by the Project consistent with the national health policy of the State set out in Applicable Law, and to maintain an adequate and properly staffed dispensary or hospital headed by a resident medical doctor. However, nothing in this Agreement shall relieve the State from any obligations under Applicable Law to provide adequate and accessible health care to communities affected by the Project.

Section 41: Assistance to Capacity Building of the Ministry Personnel

At the request by the Ministry, the Licensee shall pay an annual training fee to the Ministry not later than thirty (30) days after the receipt of the written request from the Ministry. The annual training fee amount shall be calculated based on a rate of one thousand (1000.00) US Dollars per square Kilometer of Mining Area and not less than five thousand (5000.00) US Dollars per year.

The annual training fees are to be utilized for purposes such as field supervision and inspection, staff training, scholarships, conferences, workshops, seminars, courses, provision of training facilities, purchases of equipment, training materials and media, including books and professional publications, on-the-job training, including professional and business meetings, or other similar matters that would provide or assist with education and training in fields related to mineral resources development.

Any amount of the above fees outstanding at the end of each calendar year shall be carried forward and accumulated into subsequent calendar years. Any amount of the above fees outstanding on the date of termination of the Industrial Mining License or relinquishment by the licensee of all of the mineral operation areas, whichever occurs first, shall be accumulated and immediately due and payable in full to the Ministry.

Section 42: Labor Standard

The Licensee shall adhere to provisions of Applicable Law on labour.

The Licensee, its affiliates, contractors and subcontractors shall observe guidance provided by Good Industry Practice, as well as internationally recognized labour standards in relation to all International Labour Organization agreements to which the Cambodian government is a Party, and shall respect as provided therein the right of its employees to organize.

The Licensee, its Affiliates, contractors and subcontractors shall not utilize forced labour, nor shall the Licensee, its affiliates, contractors and subcontractors utilize child labour, as outlined in the International Finance Corporation Policy Statement on Forced Labour and Harmful Child Labour of March 1998.

The Licensee shall adopt a health and safety management system similar to ANZI Z10 or OHSAS 18001.

The Licensee shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination, or retirement based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, or age.

Section 43: Health & Safety

The Licensee shall observe Good Industry Practice for the protection of the general health and safety of its employees and of all other persons contracted by the Company having legal access to the area covered by this Agreement.

The Licensee shall install and utilize such recognized modern safety devices and observe such recognized modern safety precautions as are provided and observed under Good Industry Practice. The Licensee shall maintain in a safe and sound condition for the duration of this

Agreement all infrastructure and equipment constructed or acquired in connection with the Project and required for ongoing operations.

The Licensee shall train its employees in accordance with generally accepted health and safety procedures and practices.

The Licensee shall construct, maintain, and operate health programs and facilities to serve its employees which programs and facilities shall install, maintain and use modern health devices and equipment and shall practice modern health procedures and precautions in accordance with accepted international medical standards. Any Company-supplied housing shall be built to a standard that provides suitable living environments adequate for health and well being, and which meet applicable sanitation standards.

Section 44: Closure Plan and Closure Obligations

The Licensee shall prepare and deliver a closure plan to the Ministry pursuant to Section 7(e) of this Agreement ("Closure Plan"). The Closure Plan shall address the anticipated environmental, social and economic state of the Project Area during the next five-year period of Mining Operations, and shall be prepared in Consultation with communities in the Project Area. It shall be consistent with any Community Development Agreements, and prepared consistent with guidance provided by the Planning for Integrated Mine Closure Toolkit and related guidance published by the International Council on Mining and Metals.

The Closure Plan shall be updated through the same process by which it was prepared each time that there is a substantial change in Project operations. In the event that no such updated Closure Plan has been submitted for five (5) years, the Licensee shall deliver an updated Closure Plan on the sixth anniversary of the last such submission.

The Licensee shall, after Consultation with communities in the areas affected by Mining Operations, deliver to the Ministry a proposed final Closure Plan not later than twelve months before the planned end of the Commercial Production. After review and comment by of the Ministry (with or without modification), the Licensee shall deliver the final Closure Plan to the Ministry by the planned end of Commercial Production.

The final Closure Plan may be amended by agreement between the Parties, during the performance of closure activities, at the request of the Licensee or the Ministry, subject to any approval required by Applicable Law.

After cessation of Commercial Production, the Licensee shall continue to perform the required environmental management of the Project Area as set forth in the Environmental Management Plan and the final Closure Plan.

After cessation of Commercial Production, the Licensee shall provide to the Ministry every 180 Days (or such alternative period as may be agreed by the Parties from time to time) a report explaining progress in the implementation of the final Closure Plan.

Upon completion of the final Closure Plan, the Ministry shall inspect the Mining Area and provide the Licensee with Notice as to whether the Licensee has completed closure in accordance with the final Closure Plan.

Section 45: Guarantees for Closure Expenses

The Licensee shall within ninety (90) Days of the Effective Date, provide a mine closure guarantee to the Ministry. The purpose of this mine closure guarantee is to ensure the completion of the Licensee's Closure Plan.

The mine closure guarantee shall be in an amount calculated to be necessary to implement the Closure Plan should the Licensee fail to implement the Closure Plan during the five-year period covered by the then current Closure Plan. The amount of the guarantee shall be updated any time the Closure Plan is updated, or with the five-year update of the Closure Plan under Section 44, so that it continues to be sufficient to ensure that all steps in the Closure Plan can be completed in a satisfactory manner should the Licensee fail to implement the Closure Plan.

The mine closure guarantee shall consist of financial assurance in the form required by the Ministry.

During the life of the Project, if there is any substantive change in the Mining Operation, or there is any other event that means that the amount of the mine closure guarantee is no longer an accurate estimate of the amount necessary to implement the Closure Plan should the Licensee fail to implement it, the amount of the guarantee shall be recalculated, and increased or decreased accordingly, and any additional payment or repayment shall be promptly made.

The Ministry shall return to the Company the full sum of the Company's mine closure guarantee within hundred eighty (180) Days following verification by the Ministry that the Licensee has fulfilled all the obligations of the final Closure Plan. The Ministry is permitted to inspect the Mining Area prior to approval to confirm the obligations in the Closure Plan have been fulfilled. Upon return of the Licensee's guarantee, the Ministry shall itemize the sum of any amount withheld from the returned guarantee due to any alleged lack of compliance with the Closure Plan.

The Ministry may use any mine guarantee monies and any investment returns on such mine closure guarantee monies only for the purposes of implementing the Closure Plan should the Licensee fail to implement it, and for no other purpose.

Section 46: Post-Closure Monitoring

The Licensee shall in Consultation with local community leaders, develop and implement a post-closure monitoring committee, with the mandate to supervise the monitoring of geophysical stability, water quality, and rehabilitation of contaminated sites and restoration of land for post-closure use. The post-closure monitoring shall take place for a period after the cessation of Commercial Production, the length of which shall be agreed in the Closure Plan.

Section 47: Grievance Mechanism

The Licensee shall, at its own expense, promptly respond to communities' concerns related to the Mining Project as outlined in paragraph 23 of IFC Performance Standard 1.

Where not established under a community development agreement, the Licensee will establish a grievance mechanism to receive and facilitate resolution of the affected communities' concerns and grievances about the Licensee's environmental and social performance. The grievance mechanism should be proportionate to the risks and adverse impacts of the Project. The grievance mechanism should be established in Consultation with the communities who are anticipated to use it, through an understandable and transparent

process that is culturally appropriate and readily accessible to all segments of the affected communities, at no cost to the affected communities and without retribution. The mechanism should not impede access to judicial or administrative remedies. The Licensee shall inform the affected communities about the mechanism in the course of its community engagement process.

Other Terms and Conditions

Section 48: Applicability of Obligations to Contractors and Subcontractors

Any agreement between the Licensee and contractors or subcontractors shall contain appropriate terms by which the contractor or subcontractor shall acknowledge the terms of this Agreement to the extent applicable to the activities undertaken by the contractor and its subcontractors.

a) The Licensee shall ensure that its supervision and management of its contractors and their subcontractors is sufficient to inform it of when ever the practices of its contractors or their subcontractor may place them, or the licensee, at risk of violating this Agreement.
b) Nothing in this contract shall exempt the Licensee from any and all obligations under this Agreement despite the delegation of such obligations to a contractor or its subcontractors.

Section 49: Applicability of Obligations to Parent Company, and Affiliates

The Licensee shall ensure that its Affiliates to the extent reasonable and appropriate under Applicable Law, comply with the terms of this Agreement as if they were party to it.

Section 50: Affiliated Company Assignment

The Licensee shall have the right to assign all (but not less than all) its rights and interest under this Agreement to an Affiliate subject to notification to the Ministry, provided that the Affiliate acknowledges and agrees to assume all of the obligations of the Licensee under this Agreement, has the capacity to perform those obligations, and that the Parent Company guarantee the obligations of the Affiliate to the same extent of the guarantee provided by the Parent Company on behalf of the Licensee.

Section 51: Third Party Assignment

The Licensee shall have the right, with the prior written approval by the Ministry, which approval shall not be unreasonably withheld or delayed, to freely assign all its rights and interest under this Agreement to a third party, provided that third party acknowledges and agrees to assume all of the obligations of the Licensee under this Agreement, and has the capacity to perform those obligations.

Section 52: Capacity of Successors and Assigns

No assignment of any or all of the Licensee's rights hereunder shall be made, and none shall be effective, if the assignee lacks the technical, financial and managerial capacity to honour the obligations in this Agreement.

Section 53: Release

On any effective assignment of this Agreement to a third party approved by the Ministry, the Licensee and the Parent Company shall be released from liabilities under this Agreement to the extent assumed by the third party.

Section 54: This Agreement a Public Document

This Agreement and the Documents required to be submitted under Section 7, by any past and present Parties is a public document, and shall be open to free inspection by members of the public at the appropriate Ministry's office and at the files designated in the following subsection, and at the Licensee's office in Cambodia during normal office hours.

There shall be a presumption that any information regarding this Agreement, or the activities taken under this Agreement is public, other than Confidential Information.

All reports and submissions by the Licensee to the Ministry, and all responses by the Ministry, are freely available on request to the Ministry or the Licensee, provided that Confidential Information may be redacted prior to disclosure.

The Licensee shall maintain document files to facilitate public access to this Agreement and the Documents, and informed participation in all Consultation required by this Agreement. These files shall contain this Agreement, the Documents, all adopted updates and amendments thereto, and information on payments and reporting under this Agreement. These files shall be maintained at the following locations and shall be open to all members of the public during normal business hours:

_____

_____

Section 55: Certain Information Confidential

Confidential Information shall be retained by the Ministry and the Licensee in strictest confidence and shall not be disclosed to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the Licensee's consent shall be deemed given if not withheld in writing within 24 hours after the Ministry notifies the Licensee in writing of an emergency situation where disclosure is required to protect the health, safety, and security of the citizens.

"Confidential Information" shall mean:

(a) Information that is by law confidential under Applicable Law;
(b) Personnel matters, health records of individual employees, or other documents in which employees or others have a reasonable expectation of privacy and other matters that involve the privacy of individuals;
(c) Confidential technical or proprietary information regarding equipment, process innovations, or business secrets;
(d) Confidential legal matters, including advice from attorneys;
(e) The Licensee's intellectual property related to the Project, including geological information and mineral reserves;
(f) Information (other than Confidential Information) obtained in the course of an audit;
(g) Information disclosed to the other Party to this Agreement designated as "Confidential" by Notice to the other Party at the time of its initial disclosure to such Party, provided that such designation shall be deemed to be a representation that the disclosing Party has reasonably determined after review of such information that

maintaining the confidentiality of such information is necessary to protect business secrets or proprietary information.

The term "Confidential Information" does not mean or include information that:

(a) becomes publicly available without wrongful disclosure;
(b) was obtained by a Party from a Third Party who is not known by the obtaining Party to be under any obligation of confidentiality with respect to such information;
(c) is required to be disclosed by Applicable Law, by any law to which the Company or its Affiliates is subject, by any court proceeding or arbitral award, or by any applicable rule of a stock exchange;
(d) is disclosed to Affiliates, professional advisers, potential providers of finance, bona fide potential purchasers; or
(e) Confidential Information specifically related to any part of the Mining Area that is relinquished from the provisions of this Agreement.

Section 56: Obligations in Event of Force Majeure

If a Party is prevented from complying with this Agreement, in whole or in part, by an event or circumstance of Force Majeure, it shall give written Notice to the other Party as soon as practicable after its occurrence (specifying the nature of the event or circumstance, what is required to remedy the event or circumstance – if remedy is possible, the estimated time to cure or overcome the event or circumstance, and the obligations that cannot be properly or timely performed on account of the event or circumstance) and the obligations of that Party other than the payment of money due, the performance of which are prevented by the Force Majeure event or circumstance shall be suspended during the continuance of such Force Majeure.

Section 57: Negotiation in Event of Force Majeure

If an obligation is suspended by reason of Force Majeure for more than [one (1) year], the Parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changes circumstances, provided that this Agreement shall remain in effect during the period during which the parties are negotiating the terms of any such revision, provided that nothing in this Agreement shall require the Company to settle any strike or other labour dispute otherwise than on terms acceptable to it, or to contest the validity or enforceability of any law, regulation, order, determination, or other legal proceeding.

Section 58: Suspension of Operation for Market Conditions

Where the Licensee proposes to reduce or suspend Mining Operations due to market conditions, the Licensee shall notify the Ministry thirty (30) Days in advance giving reasons for the proposed suspension, and the Ministry, upon determining that the reason for suspension is reasonable, shall approve the suspension for up to six (6) months in the first instance, and for a further period not exceeding twelve (12) months. The Ministry may terminate the License and this Agreement if the Licensee suspends all Mining Operations for more than thirty-six (36) months. In such case, the Project shall be considered as not remaining in Commercial Production at the expiration of the 36th month in which Mining Operations are suspended.

In the event of temporary closure or a cessation of Mining Operations, the Licensee shall be responsible for performing any and all environmental management of the Mining Area as set forth in the Environmental Management Plan. Should the Ministry terminate this Agreement as a result of a suspension of Mining Operations, the Licensee shall be required, following the approval of the Ministry, to implement the Closure Plan, and the Licensee shall, upon Notice

from the Ministry and within thirty (30) Days, adjust the amount of the mine closure guarantee required under this Agreement.

Section 59: Cooperation and Amicably Dispute Resolution

The Parties agree:

(a) to seek amicable resolution of any disputes concerning the interpretation or application of this Agreement;

(b) in the case of any controversy or dispute relating exclusively to technical matters, including Work Programs and Budgets, to submit such controversy or dispute to any expert recognized for his technical knowledge, chosen jointly by the Parties, and not being of either of the Parties' nationality or related to them. The decision of such expert must be rendered within 30 days. Such decision shall be final, and not subject to appeal. In case of disagreement as to the technical nature of the difference or dispute or in case of disagreement between Parties over the choice of the expert, the controversy or dispute will be submitted to arbitration in accordance with the Section 60 of this Agreement.

The expenses of technical arbitration shall be split equally between the Parties.

Section 60: Arbitration

All disputes, controversies or claims arising out of or related to this Agreement, or the breach thereof, shall be submitted to the International Center for Settlement of Investment Disputes ("ICSID").

The Ministry and the Licensee hereby consent to submit to ICSID any dispute arising out of or related to this agreement for settlement by conciliation followed, if the dispute remains unresolved within ninety (90) Days of the communication of the report of the Conciliation Commission to the parties, by arbitration pursuant to the Convention of 18 March 1965 on the Settlement of Investment Disputes between States and Nationals of Other States (hereinafter the "ICSID Convention").

For purposes of the ICSID Convention and of this Agreement:

i. the Parties expressly stipulate that the transaction to which this Agreement relates is an investment;

ii. either [it is hereby stipulated by the Parties that the investor is a national of [name of an ICSID Contracting State] or [the Parties agree that, although the Licensee is a national of the State, it is controlled by nationals of [name(s) of other ICSID Contracting State(s)] and shall be treated as a national of said State[s] for the purposes of the ICSID Convention.

Any arbitral tribunal constituted pursuant to this Agreement shall consist of three arbitrators, one appointed by each party, and an arbitrator, who shall be Chairman of the Administrative Council of the tribunal, appointed by agreement of the parties or, failing such agreement, by the President of ICSID.

If ICSID declares itself not to be competent shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such Rules.

The arbitration shall be held in London, England U.K., in the English language. The arbitral award shall be in writing, and shall be final and binding on the Parties. Judgment on the award rendered may be entered in any court having jurisdiction or application may be made to

such court for a judicial acceptance for the award and an order of enforcement, as the case may be.

Unless this Agreement has already been repudiated or terminated, the Parties shall continue to observe and perform all the obligations contained in, and may exercise their rights under, this Agreement notwithstanding the reference of any dispute to arbitration. No Party shall be entitled to exercise any rights or election arising in consequence of any alleged default by any other arising out of the subject matter of the dispute until the dispute has been resolved by arbitration or by agreement of the Parties as the case may be.

Surrender and Termination

Section 61: Surrender

The Licensee may surrender its rights under this Agreement by Notice to the State signed by an authorized Licensee's representative on:

i. Sixty (60) Days Notice under this Agreement at any time before the Date of Commencement of Commercial Production; and
ii. Six months' Notice under this Agreement after the Date of Commencement of Commercial Production.

Once an effective surrender is made, the Licensee shall have no obligations and liabilities under this Agreement except as specifically provided herein to the contrary.

The Licensee shall remain liable for all obligations accrued before the effective date of the surrender and also for the obligations that must be fulfilled after termination, except for the Project completion and the cost and payment obligations specified in this Agreement.

Section 62: Termination on Certain Events by the Ministry

The Ministry may terminate this Agreement, without prejudice to any other rights that the Ministry may have, if any of the following events occur:

a) Subject to the Section 56 of this Agreement, the Date of Commencement of Commercial Production does not occur on or before the end of the [__ x__] month following the Effective Date;
b) The Licensee fails to make a payment when due and then fails to make said payment within thirty (30) Days after the Ministry gives a Notice of the failure to make said payment;
c) The Industrial Mining License is revoked in according with the Law and Applicable Regulations;
d) The Licensee dissolves, liquidates, becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a trustee or receiver for itself, or commences any proceedings concerning itself under a law concerning bankruptcy, or insolvency other than for the purposes of corporate reorganisation;
e) Parent Company dissolves or liquidates (other than for the purposes of corporate reorganisation) or becomes unable to perform its obligations under this Agreement and does not provide a financially responsible third party to accept those obligations with the consent of the State, which consent must not be unreasonably withheld or delayed.

Section 63: Termination on Breach by the Ministry

The Ministry may provide Notice to the Company of a material breach of, or a failure to comply with or observe, a fundamental provision of this Agreement. If the Company fails or neglects to either (i) diligently and consistently pursue a course of action that is reasonably intended to remedy that breach or failure within sixty (60) Days (or a longer period as is reasonable in the circumstances) after the Ministry gives a Notice requiring that the breach be remedied or the provision be complied with or observed, or (ii) challenge the Ministry's assertion of breach under Section 59 and Section 60 of this Agreement, the Ministry may terminate this Agreement.

Section 64: Retention of Assets on Surrender, Expiration or Termination of this Agreement

On the expiration of this Agreement, its termination by the Ministry, or the surrender of this Agreement by the Licensee, the Ministry has the option (subject to the rights of third parties, if any) to acquire any or all other property of the Licensee not otherwise required by the Licensee for mining operations at the lesser of net depreciated book value for income Tax purposes, or at fair market value, whichever is the lesser.

The Ministry shall exercise this option within ninety (90) Days of expiration, termination or surrender. After this time expires, the Licensee may sell to third parties any property which the Ministry has not exercised its option to acquire, with exception of any infrastructure of public or community use, such as, but not limited to: roads, accesses, bridges, highways and in general any construction different to the mining facilities that can contribute to the development of the surrounding communities.

The Ministry may require the Licensee to remove any property not acquired by the State or otherwise comply with the environmental rehabilitation plan for the Mining Area.

Any property not removed within twelve (12) months from the date of expiration, surrender or termination, shall be deemed to be owned by the Ministry without charge.

Section 65: Access following Expiration or Termination

On the expiration of this Agreement, its termination by the Ministry, or the surrender of this Agreement by the Licensee, the Licensee shall have the rights to access and use the Project Area for as long as the Licensee reasonably determines access is necessary to permit it to exercise, fulfil, or discharge its accrued rights and obligations under this Agreement.

Section 66: Obligations following Expiration, Surrender or Termination

On the expiration, surrender or termination of this Agreement by the Ministry under this Agreement, the Licensee shall:

i. Make the Mining Area safe to the reasonable satisfaction of the Ministry so as to prevent injury to persons, livestock or other property, and to prevent offsite damage;
ii. Comply with the Environmental Management Plan or the Closure Plan as required to avoid imminent damage to the environment; and
iii. Otherwise comply with Applicable Law.

If the Ministry intends to carry out mining operations subsequently in the Mining Area, it must provide Notice within thirty (30) Days of the expiration, surrender or termination date to the Licensee, and the Licensee may not take any action inconsistent with that Notice, subject to its rights and obligations under this Agreement and Applicable Law.

Section 67: Notices

All notices to be made or given by a Party hereunder (each, a "Notice") shall be in writing and delivered:
T o [Ministry]:

T o [Licensee]:

Section 68: Change of Address

A Party may change its address by Notice to the other Party.

Section 69: Delivery Methods

All Notices shall be given:

a) By personal delivery (including courier), which shall be deemed to have been delivered on the day on which it shall have been delivered to an apparently responsible person at the address listed in Section 67;
b) By registered mail, charges prepaid; or
c) By electronic transmission, signed by the sender and marked for the attention of the person identified above, with a hard copy mailed to the address above.

Section 70: Effective Time of Delivery

All Notices shall be effective and shall be deemed received on the date of personal delivery or delivery by registered mail at the address of the addressee established pursuant to this Agreement, if delivered during normal business hours on any Day, and if not delivered during normal business hours, on the next business Day following delivery. A Notice given by electronic transmission shall be deemed received on the next business Day following the date of transmission.

Section 71: Applicable Law(s)

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia, including international treaties and bilateral investment treaties to which the Cambodian government is a party (collectively, "Applicable Law").

Section 72: Modification and Review

This Agreement shall upon written request of a Party, be subject to periodic review once every five (5) years after the Effective Date for the purpose of good faith discussions to consider any proposed modification(s) to this Agreement as may be necessary or desirable in the light of any substantial changes in circumstances that may have occurred during the previous five (5) years, or experience gained in that period. The Parties agree always to be open to discussing any matter which may help maximize the positive development benefits of the Project, or minimize its undesirable impacts. Nothing herein shall preclude a Party from requesting the other Party to initiate discussions regarding any provision herein, provided that this Agreement shall remain in effect during the period during which the parties are conducting such discussions.

Section 73: Entire Agreement

This Agreement and the documents referred to within, contain the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings as between the Parties except where noted herein. All

annexes [and schedules and exhibits] to this Agreement are incorporated by reference and form part of this Agreement.

Section 74: Amendment

This Agreement shall not be amended, modified, or supplemented except by an instrument in writing signed by the Parties. Any purported amendment, modification or supplement of this Agreement not in writing signed by the Parties shall be null and void.

Section 75: Indemnification

Indemnification….not applied.

Section 76: Governing Language

This Agreement will be provided and executed in Khmer and English languages, with each Party retaining one copy in each language and the Parties agree that in the event of any legal dispute in the interpretation of this Agreement, the Khmer version shall prevail.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in Khmer and English languages in Phnom Penh, Kingdom of Cambodia, on the date first written here above in two (2) original copies in each language.

MINISTRY OF MINES AND ENERGY

_____
SUY SEM
Minister

[Licensee's Name]

_____
KKKK MMMMM
Chairman of the Board of Directors

ANNEX A
ANNEX A-1
Mining Area
[Insert Legal Description of Mining Area, using appropriate parameters (UTM coordinates or the like), including maps]

ANNEX A-2
Project Area
[Insert Legal Description of Project Area, using appropriate parameters (UTM coordinates or the like), including maps to include roads, ports, infrastructure, physical area to be impacted by Mining Operation, etc.]

ANNEX B

Community Development Agreement Objectives

The provisions of the Community Development Agreement ("CDA") shall include but not be limited to the following:

a) The person, persons, board, committee, foundation, trust, forum, body or other entity registered or incorporated under the laws of the Kingdom of Cambodia which shall manage the CDA;
b) The duly elected person or body that represents each affected community for the purposes of the CDA;
c) The means by which members of any affected community will participate in the community's CDA related decision-making processes;
d) The means by which the interests of women, minority or marginalized groups within the community will be represented in the community's CDA related decision-making processes and implementation;
e) The goals and objectives of the CDA, including an objective to improve the Human Development Index of the affected community by certain agreed measures;
f) The obligations of the Company to the affected community including but not limited to:
    i. Undertakings with respect to the social and economic contributions that the project will make to the sustainability of the community;
    ii. Assistance in creating self-sustaining, income-generating activities, such as but not limited to, production of goods and services needed by the mine and the community;
    iii. Consultation with the community in the planning of mine closure measures that seek to prepare the community for the eventual closure of the mining operations;
g) The obligations of the affected community to the Company;
h) The means by which the CDA shall be reviewed by the Company and the affected community every five (5) calendar years, and the commitment to be bound by the current CDA in the event that any modifications to the CDA sought by one Party cannot be mutually agreed with the other Party;
i) The consultative and monitoring frameworks between the Company and the affected community, and the means by which the community may participate in the planning, implementation, management, measurement (including indicators) and monitoring of activities carried out under the CDA;
j) The language(s) to be used in the preparation of reports, plans, and other written matters required under the CDA;
k) The means by which any funds made available under the CDA are to be disbursed, for what purposes they may be disbursed, what accounts must be kept and by whom, and reporting and auditing requirements;
l) The mechanisms under local laws and customs whereby the affected community (including members of the affected community) and the Company may lodge a grievance with each other, provided that where no such mechanism exists or is inadequate or less stringent, the grievance mechanism under paragraph 23 of IFC Performance Standard 1 shall be adopted;
m) A statement to the effect that both the Company and the affected community or communities agree that any dispute regarding the CDA shall in the first instance be resolved by consultation between the holder and the affected community representative(s);
n) The dispute resolution mechanism to be used when consultation between the holder and the affected community representative(s) fails, which shall be the most effective

of any mechanism agreed by the Parties, or as stipulated in this CDA, or as provided under the paragraph 23 of IFC Performance Standard 1.

o) The applicable law;
p) Reasons and procedure for declaring Force Majeure;
q) Duration of the CDA;
r) Termination of the CDA;
s) Transfer of all CDA rights and obligations to any party to whom the Company transfers its mining right;
t) How notifications to respective Parties shall be done;
u) Location where the CDA may be accessed by members of the community; and
v) The CDA signatories, and witnesses where applicable.
w) A breach by the Company of the terms of the CDA shall be considered to be a breach of this CDA, and the Ministry shall be entitled to terminate the CDA upon the failure of the Company to diligently and consistently pursues a course of action that is reasonably intended to remedy the breach within sixty (60) Days of being notified in writing by the community of the breach.
x) The Company shall provide an annual payment of [X AMOUNT] which shall deposited into a segregated Central Bank account to be managed and disbursed for the benefit of the communities affected by the Project, as provided in the Community Development Agreement or Agreements. The first annual payment shall be made to the Ministry on the Effective Date and each subsequent payment shall be made on the anniversary date of the Effective Date.

A development committee shall be appointed by or selected in accordance with procedures established by the Ministry in Consultation with the Local Government, which procedures may be stated in any Community Development Agreement with local communities or Indigenous and Tribal Peoples. Such committee shall develop an annual budget in Consultation with the State and the Company, and the State shall make disbursements from the segregated Central Bank account in which such funds are deposited in accordance with such budget, the instructions of the committee, and any applicable Community Development Agreement.

The budget and disbursements by the Ministry shall be public and shall be subject to the same audit procedures provided for expenditures by the Ministry and as may be further provided by Applicable Law.

Periodic reports and audit reports shall be made available to the Company and to the public. The Ministry shall provide a credit to the Company for payments to the local community Central Bank account referenced in this Section.

Regional Development Council

Where appropriate in addition to or in lieu of a CDA,

a) The Ministry will establish a Regional Development Council (the "Council") and shall lead its activities.
b) The Council will be governed by a board, which shall include representatives of the State, local governance organizations, private sector entities, civil society organizations and donor and international financial institutions with activities directed towards the affected region.
c) The Company will be a member of the Council's governing board, and shall support the Council and its activities.

d) The Council will assist the Ministry in the following areas in terms of preparation, financing, organizing and implementation of the local and regional development strategy, plans and budgets:
    i. Support to local and regional development and encouraging transparent and responsible governance;
    ii. Coordination of in-migration influx;
    iii. Resolving matters of urban planning and development, including power, roads, water supply, heating and sewerage;
    iv. Organization of formal and non-formal education, including English language and vocational training;
    v. Focus on human health care, construction of diagnostic centers, cultural facilities, sport facilities, improvement of veterinary services; and
    vi. Support to capacity building for Local Governments and civil society.
e) In addition to the above, the Company will support socio-economic development policies and activities undertaken by Local Government and will develop partnerships to ensure that sustainable benefits from the Project reach the Cambodian people, including people in affected region.
f) The Company shall conduct all of its local and regional socio-economic development programs and activities based on principles of transparency, accountability and public participation.
g) The Company shall continue to prepare, conduct, implement, update on an appropriate basis, and make public socio-economic baseline studies, socio-economic impact assessments, socio-economic risk analyses, as well as multi-year community plans, community relations management systems, policies, procedures and guidelines, and Closure Plans, all of which shall be produced with community participation and input and be consistent with Good Industry Practice.
h) The Company shall give priority focus to those citizens and groups directly and indirectly impacted by the Project, as determined by socio-economic and environmental impact assessments and other relevant documents and, for this purpose, the Company shall regularly engage with and support the public and local stakeholders in the affected region.
i) The Company shall establish cooperation agreements with local administrative organizations in accordance with Applicable Law and these agreements may include the establishment of local development and participation funds, local participation committees and local environmental monitoring committees.
j) The Company will consult with Local Government to provide appropriate compensation upon resettlement of herder families located on the Mining Area who are directly impacted by the Project.
k) The Company shall make as a priority training, recruiting and employing citizens of local communities in the affected region.
l) The Company shall support special business development programs to assist in starting and growing local businesses so they can supply the Project, as well as the expansion and diversification so that they are not fully dependent on the Project.
m) The Company shall continue to actively build and maintain productive working relationships, based on principles of transparency, accountability, accuracy, trust, respect and mutual interests, with non-governmental organizations, civic groups, civil councils and other stakeholders.

Community Development Foundation

The Company shall provide an annual payment of [X AMOUNT] to a Community Development Foundation established as part of the Community Development Plan, which

shall be managed and disbursed, in efforts to promote local and regional development, or health education and welfare in the communities affected by the Project. The governing body of the Community Development Foundation shall include members of communities affected by the Project. The annual budget and disbursements from the Community Development Foundation shall be public and shall be subject to audit procedures provided for by Applicable Law and the terms of the agreement. Periodic reports and audit reports shall be made available to the Company, to the Ministry, and to the public.

Acceptance of Obligations of Prior Owners

Unless specifically waived by the affected communities in writing, the obligations of the Parties under a CDA or any agreement made between affected communities and any assignor or predecessor-in-title of the Company shall be binding on affected communities and the Company and shall be enforceable by the Parties or their assignees or successors-in-title. No assignment of the Company's interest under this agreement shall be effective until the assignee has acknowledged and agreed to be bound by such obligations.

ANNEX C
Local Business Development Plan

The Company will make reasonable efforts to work with local banks to encourage their participation in the financing of the working capital requirements of local contractors and suppliers.

A listing of local suppliers for consumables and capital items will be maintained at the Company offices during each phase of the Project as noted above. The listing would give particular emphasis to businesses directly or indirectly majority owned by the State citizens. Suppliers would be encouraged to register for inclusion in the listing, and would be given the opportunity to tender during the procurement process on a non-discriminatory basis.

A listing of local contractors for services required by the Project will be maintained at the Company's offices. The listing would give particular emphasis to contractors directly or indirectly majority owned by the State citizens. Contractors would be encouraged to register for inclusion in the listing, and would be given the opportunity to tender during the procurement process on a non-discriminatory basis.

A quarterly posting will be made at the Company's offices in the State to provide information to potential suppliers and contractors of potential goods and services requirements for the Project on a quarterly basis.

A listing of bids currently being considered would be maintained at the Company's offices for review by contractors and suppliers. The same such listing would also be published in local newspapers in the affected region, thereby giving suppliers and contractors the earliest possible notification of tenders.

A meeting shall be convened semi-annually by the Company to which will be invited relevant political and chamber of commerce organizations including but not limited to representatives of the State and the Local Government. The meeting will concern itself with measures taken by the Company to implement proposals for local business development contained herein, the Company's compliance with this agreement and additional avenues to encourage local business participation in the Project.