
ESTABLISHMENT CONVENTION

DATED AS OF

7 SEPT 2009, 2009

BY AND BETWEEN

THE REPUBLIC OF CAMEROON

AND

SG SUSTAINABLE OILS CAMEROON PLC.

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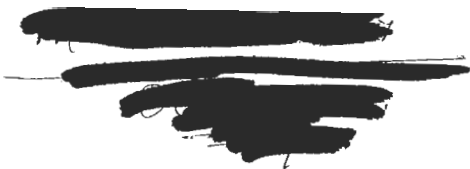


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ESTABLISHMENT CONVENTION

This ESTABLISHMENT CONVENTION (this "Convention") is made and entered into this 7 day of SEPT 2009 by and between THE REPUBLIC OF CAMERON, represented by the Minister of Economy, Planning and Regional Development, (LOUIS PBUIMOTAZI) ("Government"), and SG SUSTAINABLE OILS CAMEROON PLC., a public limited company limited by shares-organized under the laws of Cameroon, whose registered office is P.O. Box 4876, Doula, Cameroon, represented by its authorized representative (CARME FARBA ("Investor").

WITNESSETH

WHEREAS, Cameroon is represented for purposes of this Convention by representatives of the executive branch of Cameroon;

WHEREAS, Government desires that Investor invest in integrated Oil Palm business operations in Cameroon, because of the potential positive benefits in respect of generating much needed employment, poverty reduction, exports, revenue and downstream economic activities in Cameroon;

WHEREAS, Government desires to promote and protect Investor's investments and safeguard the efficient and secure development of Investor's business operations within Cameroon;

WHEREAS, Investor desires to develop and operate large scale commercial grade oil palm plantations in Cameroon, and may process, refine and market palm oil; and

WHEREAS, Investor desires to make significant investments in Cameroon, upon receipt of assurances from Government as to the legal, tax, fiscal and other terms that will govern, or apply to, Investor's investment and business operations in Cameroon.

NOW, THEREFORE, Government and Investor have entered into this Convention pursuant to the terms and conditions set forth below.

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following capitalized terms wherever used in this Convention shall have the respective meanings set forth below:

Affiliate – A Person that, with respect to any other Person, directly or indirectly controls, is controlled by, or is under common control with that other Person. For purposes of this definition, "control" means the possession, directly or indirectly, by any Person of more than 50% of the equity of or voting power in any other Person.

Bunch Ash – A caustic material produced by Empty Fruit Bunch incineration under restricted air supply.

Cameroon – The Republic of Cameroon.

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Cameroonian – Any Person organized in or recognized as a citizen of Cameroon under applicable Law, other than those Persons afforded the benefits provided by Ordinance N° 90/001 of 29th January 1990, ratified by Law N° 90/023 of 10th August 1990, and Order N° 51/MINDIC/IGI of 28th December 1990.

Cameroonian Currency – Any currency, except Dollars, that is legal tender in Cameroon, or circulates freely in any part of Cameroon by virtue of any Law or authority as a medium of exchange for the purchase or sale of goods and services.

Centre – The International Centre for Settlement of Investment Disputes established under the auspices of the International Bank for Reconstruction and Development.

Change of Law – With respect to any Law:

- (a) any change (including changes resulting from amendment, repeal, withdrawal, termination or expiration);
- (b) any interpretation or application, by Government or any Governmental Authority and/or Governmental Entity; or
- (c) any decision, policy, other similar action, or failure or refusal to take action, exercise authority or enforce, by Government or any Governmental Authority and/or Governmental Entity, or jurisdictional alteration in relation to any such body;

provided, that any of the foregoing arises or comes into effect after the date hereof.

Confidential Information – As defined in Section 15.2.

Convention – This Convention and any amendments to it made from time to time pursuant to its terms, as well as all of its appendices.

Costs – In relation to any Change of Law, any new or increased cost or expense, or any reduction in revenue or return, directly resulting from, or otherwise directly attributable to, that Change of Law, which is incurred or suffered (whether directly or through the intermediary of any Operator) in connection with the Production Area and Investor Activities by any Interest Holder. Such costs or expenses may include: (i) capital and financing costs; (ii) costs of operation and maintenance; or (iii) costs of taxes, royalties, duties, imposts, levies or other charges imposed on or payable by any Interest Holder.

Credits – As defined in Section 13.3.

Crude Palm Oil or CPO – Crude oil that is extracted from the mesocarp of the palm fruit in its natural state.

Customs Code – The Customs Code of the Economic and Customs Union of Central Africa, Act N° 8/65-UDEAC-37 of 14 December 1965 of the Council of Heads of States of the Union as modified and completed by subsequent Acts.

Customs Office – As defined in Section 12.6.

Developed Land – State Land in the Production Area that yields an annual harvest of not less than 10 tons of FFB per hectare.

Dollars or US\$ – United States dollars and any other currency that is legal tender in the United States of America.

Effective Date –

(a) With respect to the obligations of Government, the date on which this Convention is signed by both Parties.

(b) With respect to the obligations of Investor, the later of the date on which (i) this Convention is signed by both Parties, (ii) the first Lease Agreement becomes effective according to its terms and (iii) the Port Agreement becomes effective according to its terms.

Empty Fruit Bunches – Bunches of oil palm from which the fruit has been stripped out during the extraction process.

Environmental Code – Law N° 96/12 of 5th August 1996 relating to Environmental Management in Cameroon.

Equator Principles – The set of principles and guidelines applicable to environmental and social risk management in project finance lending transactions known as the "Equator Principles", promulgated on June 4, 2003 and amended and modified effective July 6, 2006 (www.equator-principles.com), and agreed and adopted by various financial institutions, as such principles and guidelines may be further amended, modified or supplemented from time to time.

Event of Default – A Government Event of Default or an Investor Event of Default.

Farm Road – Any and all roads that Investor or any of its Affiliates or any Investor Party has constructed within the Production Area for use primarily in connection with Production.

Force Majeure – As defined in Section 17.2.

Free Zone Regime – The **free zone regime** established and implemented pursuant Ordinance N° 90/001 of 29 January 1990 and Order N° 51/MINDIC/IG1 of 28 December 1990 as amended or modified by subsequent laws.

Fresh Fruit Bunches or FFB – The unprocessed fruit bunches of oil palm, and any fruitlets that have detached from the bunch due to harvesting and collection, to be used for the extraction of Crude Palm Oil and Palm Kernel Oil.

Fruit Fiber – The residue from fruit after oil extraction.

General Tax Code – Law N° 2002/003 of 19 April 2002 as amended by subsequent finance laws.

Government – As defined in the Preamble.

Government Events of Default – As defined in Section 18.3.

Governmental Authority – Any authority within Cameroon, whether the authority exercises legislative, executive, judicial or any other state functions, and including all central, regional, municipal, local and judicial authorities or any consistent element of such authorities having the power to govern, adjudicate, regulate, levy or collect taxes, duties or other charges, grant licenses or permits or approvals or otherwise affect the rights and obligations of any Project Participants, their successors and permitted assignees, in respect of any matter related to this Convention, Production or the Production Area.

Governmental Entity – Any entity, in which, directly or indirectly, Government has a controlling equity or ownership interest or similar economic interest, or which Government directly or indirectly controls. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of a majority or other controlling interest in the voting securities, equity or other ownership interest in an entity, by law, or by agreement between Persons conferring such power or voting rights.

– ICSID Convention – The Convention on the Settlement of Investment Disputes between States and Nationals of Other States that was opened to signature at Washington, D.C., United States of America, on March 18, 1965 and went into effect for Cameroon on February 2, 1967, and for the United States of America on October 14, 1966.

ICSID Rules – As defined in Section 19.1.

Immigration and Administrative Office – As defined in Section 9.7.

Infrastructure – Any and all facilities relating to or connected with Production, including any type of the following: (a) employee housing; (b) public welfare facilities (including medical, educational and recreational facilities); (c) power, water and sewerage facilities (including natural water, hydro-electric and/or thermal power generating facilities, hydro-electric stations, transmission and power lines, and/or other power facilities, dams, aqueducts, water drains, water supply and sewerage systems, pumping stations and systems for disposing of plant waste and sewage); (d) processing, storage and repair facilities, engines, machines, furnaces, or compressor stations; (e) administrative, laboratory and research facilities; (f) transportation facilities (including roads, bridges, railroads, airports, landing strips and landing pads for aircraft and/or helicopters; hangars and other airport facilities, garages, canals, aerial tramways, pipelines, docks, harbors, piers, jetties, breakwaters, terminal facilities and warehouses and loading and unloading facilities); (g) communication facilities (including telephone, telegraph, electronic mail, radio, satellite, internet, intranet, television and telecommunications or other transmission facilities); and (h) all other movable and immovable

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facilities and equipment affixed to, used as an integral part of or used in relation to or in connection with the items described in (a) through (g), inclusive, of this definition.

Initial Production Date – The date on which Investor first achieves a harvest of not less than an average of 10 tons of FFB per hectare on at least 3,000 planted hectares.

Interest-Holder –

- (a) Investor or Operator.
- (b) Any Person holding any form of equity or other ownership interest in Investor or Operator.
- (c) Any Affiliate, successor or permitted assignee of any Person referred to in (a) or (b) above.

Investor – As defined in the Preamble.

Investor Activities – Any and all activities and transactions conducted by or on behalf of Investor, directly or indirectly, with respect to or incidental to this Convention (including Production and utilization in Cameroon of Oil Palm Products, Oil Palm Derivatives and Oil Palm By-Products, the export from Cameroon of Oil Palm Products and Oil Palm Derivatives, the cultivation and export or domestic sale of agricultural products other than Oil Palm Products, and the establishment, maintenance and administration of Investor, and the management and conduct of its business) as well as the financing of such activities and transactions.

Investor Events of Default – As defined in Section 18.2.

Investor Party – Any Person supplying, directly or indirectly, whether by contract, sub-contract or otherwise, goods, work, technology or services, including financial services (including *inter alia*, credit, financing, insurance or other financial accommodations) to Investor or its Affiliates in connection with Investor Activities or the Production Area.

Kernel Shell – The endocarp detached from the kernel during processing.

Law – Any constitution, treaty obligation, law, statute, decree, rule, regulation, judicial act or decision, judgment, order, proclamation, directive, executive order or other sovereign act of Government or any Governmental Authority and/or Governmental Entity, other than this Convention.

Lease Agreement – Any agreement entered into by one or more Lessors and Investor that pertains to Private Land or State Land.

Lessors – Any Person that has entered into a Lease Agreement with Investor, who has the legal right to lease Private Land or State Land to Investor.

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Lender – Any financial institution or other Person providing any indebtedness, loan, financial accommodation, extension of credit or other financing to any Interest Holder in connection with Investor Activities or the Production Area (including any refinancing thereof), and any successor or permitted assignee of any such financial institution or other Person.

LIBOR – The arithmetic mean of the offered rates for 30-day Dollar deposits which appear on the display designated as Page "LIBO" on the Reuters Monitor Money Rates Service, or such other page as may replace it on that service for the purpose of displaying London interbank offered rates of major banks, at approximately 11:00 A.M., or, if this rate is not available, then the rate quoted for 30-day Dollar deposits by Barclays Bank at approximately 11:00 A.M., or, if this rate is not available, then the arithmetic mean (rounded upward, if necessary, to the next higher 1/10,000 of 1%) of the respective rates quoted for 30-day Dollar deposits by at least 2 major banks of international reputation doing business in London, England, as selected by Investor.

MIGA – Multilateral Investment Guarantee Agency.

MIGA Approval – The initial MIGA management clearance to appraise the political risk insurance application or MIGA's project review committee clearance.

MIGA Approval Certificate – The certificate delivered pursuant to Section 4.13 certifying that Investor has received the MIGA Approval.

MIGA Convention – The Convention Establishing the Multilateral Investment Guarantee Agency, which was submitted to governments by the Board of Governors of the International Bank for Reconstruction and Development on October 11, 1985 in Washington, D.C.

Minister – The official designated by Government to act on its behalf with respect to matters relating to this Convention, or if Government designates no such official, the Minister of Economy, Planning and Regional Development and his/her successors. Any such designation shall be provided by Notice to Investor.

Notice – As defined in Section 21.1.

Official – Any employee or officer of a government of a country, including any federal, regional or local department or agency thereof, any enterprise owned or controlled by the government, any official of a political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, or any candidate for political office.

Oil Palm By-Products – Empty Fruit Bunches, Fruit Fiber, Kernel Shell and Bunch Ash.

Oil Palm Derivatives – Products manufactured from Crude Palm Oil or Palm Kernel Oil, including refined oils, processed food products, cosmetics and toiletries, and bio-diesel.

Oil Palm Products – Crude Palm Oil, Fresh Fruit Bunches, Palm Kernel Oil, loose fruit collected separately from fruit bunches, uncracked palm kernels from which oil has not been extracted, palm kernels, palm kernel cake and any other products derived or obtained from oil palm, whether cultivated or not, excluding Oil Palm By-Products and Oil Palm Derivatives.

Operator – The Person or Persons responsible from time to time for implementing, managing, coordinating and/or conducting for or on behalf of Investor or its Affiliates all or any portion of the day-to-day Investor Activities, including serving as an operator of all or any portion of the Project, whether as an agent for or contractor to Investor or its Affiliates or otherwise, and any successor or permitted assignee of any such Person or Persons. Where no Person or Persons has or have been appointed by Investor or its Affiliates in this capacity, Investor shall be Operator.

Palm Kernel Oil or PKO – Crude oil extracted from the kernels of oil palm in its natural state.

Party – Either Government or Investor and, in the plural form, both Government and Investor.

Person – Any natural or moral person. For purposes of this Convention, a natural Person means a human being; and a moral Person means a partnership, joint venture, corporation, limited liability company, trust, estate or other entity that is recognized by the laws of any state as a distinct body possessing the right to enter into contracts or, otherwise appears to have the legal power to own, lease or possess real or personal property, as well as a government or state, and any branch, division, political sub-division, instrumentality, authority or agency of any government or state.

Police – General Delegation For National Security, or Délégation Générale à la Sécurité Nationale (DGSN) and any other security agency provided for by Law and exercising similar authority within Cameroon.

Port Agreement – That certain agreement to be entered into by and between the Port Authority and Investor relating to access to ports.

Port Authority – Cameroonian Port Authority, or Office National des Ports du Cameroun (ONPC).

Prevailing Market Rate of Exchange – The predominant rate, expressed in Dollars, at which willing sellers and willing buyers, acting at arm's length and in the ordinary course of business, purchase or sell, or are willing to purchase or sell, any other money.

Private Land – Any land in Cameroon, and any right or privilege with respect thereto, of any kind of character, however arising and however characterized, including any creeks, streams, rivers, and bodies of water (and their residue) contained on such land, that is owned by any Person except Government or any Governmental Authority and/or Governmental Entity, or as to which any Person except Government or any Governmental Authority and/or Governmental Entity has a right of possession recognized by Law.

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Prerequisites – As defined, in Section 3.5.

Production – Any or all of the following when carried out by or on behalf of Investor: (i) the development, planting, cutting, replanting and care of oil palms and other agricultural crops; (ii) the harvesting, collecting, manufacturing, purchasing, selling, exporting, utilizing and/or marketing of Oil Palm Products, Oil Palm Derivatives, Oil Palm By-Products and other agricultural products; (iii) the processing, storing and transporting of Oil Palm Products, Oil Palm Derivatives, Oil Palm By-Products and other agricultural products; and (iv) all other operations of Investor incidental to, arising out of or directly related to any of the foregoing, including, the installation, operation and maintenance of Infrastructure.

Production Area – Any and all areas of Private Land and/or State Land that are leased by Investor pursuant to this Convention, together with any and all areas of Private Land and/or State Land that are leased by Investor under one or more Lease Agreements and become part of the Production Area pursuant to Section 3.2.

Project Agreement – Any agreement, contract, license, concession or other document, other than this Convention, to which, on the one hand, Government, any Governmental Authority or Governmental Entity and, on the other hand, any Project Participant are or later become a party relating to the Production or the Production Area, as any such agreement, contract or other document may be extended, renewed, replaced, amended or otherwise modified from time to time in accordance with its terms.

Project Participant – Any Interest Holder, Lender or Investor Party.

State Land – All land in Cameroon, including unregistered and national land, and any right or privilege with respect thereto, of any kind of character, however arising and however characterized, including any creeks, streams, rivers, and bodies of water (and their residue) contained on such land, except Private Land.

Taxable Profits – As defined in the General Tax Code, as in effect on the date hereof, following the deduction of:

(a) a sum equivalent to 25% of the wages and salaries paid to Cameroonian nationals during the year; and

(b) a sum equivalent to 25% of investment expenditure for the year;

provided, that in the event of any modifications to the basis assessment above, such modifications shall not apply unless they are more advantageous to Investor.

Taxes and Duties – Any and all existing and future, direct and indirect, withholding, income, profit, gains, corporation, dividend, interest, financing, net worth, sales, transfer, transaction, payroll, import, export, customs, consul, inspection-related, value added, consumption, goods and services, supply, use, turnover, severance, stumpage, cash flow, rental, currency export, land rental, surface rental, property, real property, registration, stamp and other taxes, duties, fees, royalties, levies, excises, rates, charges, contributions, imposts, surcharges

and other Government-imposed (or imposed by any other Person having the effective power to levy any of the foregoing) revenue payments of whatever nature, to whomever payable (whether to Government or to any other Person at its directive or pursuant to applicable Law) and however called and whether similar or dissimilar to the foregoing, as well as interest, penalties, fines or other additional amounts assessed by Government or any Governmental Authority on the foregoing.

Term – As defined in Section 2.1.

Transfer Date – As defined in Section 18.8.

Utility Services – As defined in Section 6.1.

Section 1.2 Interpretation.

(a) The division of this Convention into articles and sections and the insertion of headings are for convenience only and shall not be considered in construing or interpreting this Convention.

(b) Unless otherwise indicated, all references to an "Article" or "Section" followed by a number or a letter refer to the specified Article or Section of this Convention.

(c) The words "hereof," "hereunder," "herein," or other similar words mean this Convention and its appendices, and not any particular article, section or other portion hereof.

(d) Unless otherwise indicated, words importing the singular include the plural and vice versa.

(e) The words "and" and "or" include the conjunctive and disjunctive, as the context may require or permit.

(f) The word "include" (and any variation of that word) means "includes, but is not limited to," and is used in an illustrative sense rather than a limiting sense.

(g) Each Party fully participated in the negotiation and drafting of this Convention, and therefore, this Convention shall not be construed against any Party as the drafting party.

(h) References to "knowledge" and synonymous terms shall, unless the context indicates otherwise, be deemed to refer to actual rather than to constructive or imputed knowledge.

ARTICLE 2 TERM OF CONVENTION

Section 2.1 Regular Term. The term of this Convention (the "Term") shall commence on the Effective Date for Investor and continue for a period of 99 years (as such period may be extended for delay due to a Force Majeure pursuant to Article 17) unless

otherwise extended pursuant to Section 2.2 or sooner terminated in accordance with the other provisions of this Convention.

Section 2.2 Extension of the Term. The Term may be extended for such period and on such terms and conditions as the Parties may agree prior to the expiration of the Term. The Parties shall meet not later than 15 years prior to the expiration of the Term to agree on an extension of the Term and the terms and conditions of any such extension.

ARTICLE 3 GRANT OF RIGHTS

Section 3.1 Production and Other Basic Rights.

(a) Government hereby grants to Investor the non-exclusive right, franchise and license for and during the Term to: (i) engage in Production in the Production Area (and subject to the terms of this Convention, in other areas in Cameroon), (ii) to develop, manage, maintain, rehabilitate and expand (as may be permitted herein) the Production Area, (iii) to utilize Oil Palm Products in Cameroon and to supply to local markets and to export Oil Palm Products from Cameroon; (iv) to produce other agricultural products after providing Notice to Government and (v) to conduct such other activities as contemplated by this Convention, in accordance with applicable Law.

(b) Subject to the terms hereof, Government hereby leases the Production Area (a legal description of which is attached as Appendix I) to Investor for its exclusive use pursuant to the terms of Section 3.1(a). In the event that Government or any Governmental Authority and/or Governmental Entity engages in any activity, including any activity permitted under Section 3.3 or 3.4, that adversely impacts Production, or with respect to any portion of the Production Area that is intended to be used by Investor for Production, would adversely impact Production in the future, Government agrees to compensate Investor for the reduction in the overall fair market value of Investor's investment in Cameroon, calculated such that Government shall pay to Investor an amount sufficient to restore Investor to the same economic position, on an after-tax basis, that it would have enjoyed if the activity engaged in by Government or the Governmental Authority and/or Governmental Entity, as applicable, had not occurred.

Section 3.2 Expansion of Production Area. If Investor determines, from time to time during the Term of this Convention and in its sole discretion, that an expansion of the Production Area is necessary or desirable, Investor shall be entitled to take such additional actions as may be reasonably necessary to lease additional Private Land and/or State Land. Investor shall be responsible for all costs and expenses in respect of such expansion, including the cost and expense of negotiating any Lease Agreements and financing any payment obligations to Lessors. Any areas of Private Land and/or State Land leased by Investor pursuant to a Lease Agreement entered into after the date hereof shall become part of the Production Area subject to this Convention, upon Investor providing Notice of such Lease Agreement to Government. In connection with the foregoing, Government shall, and shall cause any Governmental Authority to, execute such instruments and grant such Prerequisites as may be reasonably requested or required by Investor to give effect to any such Lease Agreements.

Section 3.3 Incidental Rights

(a) Subject to the terms and conditions of this Convention, and only as necessary or desirable for the proper and efficient exercise of the rights granted to Investor under Section 3.1, Investor and any Investor Party shall have the right:

(i) exclusively, within the Production Area, to construct, install, operate, maintain, rehabilitate and/or repair Infrastructure, at its own expense; provided, that Investor and any Investor Party shall comply with all applicable Law, including those Laws related to the safety and environmental standards for any roadway, highway, railway, waterway or other ways of transportation; provided, further, that nothing herein shall restrict or impair Investor's or any Investor Party's right to construct within the Production Area any Infrastructure as Investor deems necessary or desirable to properly conduct Investor Activities in accordance with Section 7.1;

(ii) non-exclusively, outside the Production Area, to construct, install, operate, maintain, rehabilitate and/or repair Infrastructure, at its own expense, subject to applicable Law and the prior written approval of Government (which approval shall not be unreasonably withheld or delayed). All highways and roadways constructed pursuant to this Section 3.3(a)(ii) shall, upon completion, become public property; provided, however, that Investor shall have the right to use any such highways and roadways without charge or the imposition of Taxes and Duties for or with respect to such use;

(iii) within and outside the Production Area, to transport Investor's and any Investor Party's Oil Palm Products, Oil Palm Derivatives, Oil Palm By-Products or goods required for, utilized in or incidental to Investor Activities, or to provide for such transportation by other Persons subject the requirements of any applicable Law;

(iv) exclusively, within the Production Area, to plant, cut and utilize timber, to the extent Investor and any Investor Party deems necessary for the construction and maintenance of Infrastructure, without the need to obtain any further authorization or pay any further fees, and for other Investor Activities within the Production Area, subject to Article 10;

(v) exclusively, within the Production Area, to take and use, subject to any limitations pursuant to Article 10, free of charge (but not to sell to any other Person without the written approval of Government), such water, earth, stones, rocks, sand, clay, and gravel having no significant commercial mineral value other than as aggregate, filler or other construction material, as Investor may consider necessary or useful for Investor Activities, without the need to obtain any further authorization or pay any further fees. Any activity conducted pursuant to this Section 3.3(a)(v) shall not be considered to be mining for purposes of any Law.

(b) The Parties agree that all trails and paths across the Production Area used immemorially by the local population shall remain open to free use by the public, subject to such reasonable restrictions as Investor shall, in conformity with applicable Law, impose (i) in the interest of the safety and security of the property and assets of Project Participants, and (ii) to assure that such use does not materially interfere with any Investor Activities.

Section 3.4 Other Natural Resources. If Government, any Governmental Agency and/or Governmental Entity (or any other Person under grant from Government, any Governmental Agency and/or Governmental Entity) wishes to explore for, develop or exploit petroleum and mineral resources in the Production Area, it shall first so advise Investor by Notice, and the right of Government, such Governmental Agency and/or Governmental Entity or such other Person to explore for, develop or exploit mineral resources in the Production Area shall be subject to the following:

(a) any exploration, development, drilling or mining activity to be undertaken either by Government, such Governmental Agency and/or Governmental Entity or such other Person shall not unreasonably or materially interfere with the Investor Activities or the rights of Investor hereunder;

(b) Government shall fully and completely compensate Investor and any Project Participants for any loss or damage to Investor's or such Project Participants' property and assets and for any economic or other losses, including lost profits that Investor or such Project Participants' may suffer by virtue of any exploration, development, drilling or mining activities conducted by Government, such Governmental Agency and/or Governmental Entity or such other Person, which obligation shall be secured by a letter of credit, bond or other liquid security reasonably acceptable to Investor, issued by an internationally recognized financial institution reasonably acceptable to Investor, and arranged prior to engaging in any such activities; and

(c) Government, such Governmental Agency and/or Governmental Entity and any such other Person shall fully indemnify, save and hold Investor and any Project Participants harmless from all claims, damages, losses, liabilities, and costs and expenses of defense (including reasonable attorney's fees), arising out of or related to such exploration, development, drilling and/or mining activities. Investor shall have the right to appoint counsel of its own choosing in connection with the foregoing; provided, however, that if the Government shall be called upon to pay the cost of such counsel it shall have the right to approve such counsel, which approval shall not unreasonably be withheld or delayed (and ~~shall be deemed~~ granted if not denied within 30 days after Notice is provided to Government of Investor's choice of counsel or such earlier time as may be required by a judge or arbitrator in connection with pending legal proceedings).

Section 3.5 Land Rights.

(a) Government shall assist, and procure that the relevant Governmental Authority assist Investor in respect of the lease and exercise of rights in all of the Production Area as and when requested from time to time during the Term of this Convention. Government shall issue, or cause to be issued, all necessary permits, authorizations and land registration certificates required under applicable Law for Investor to lease and exercise its rights in all of the Production Area and to provide public notice of such rights of Investor.

(b) Government shall not, without the prior written consent of Investor, grant to any Person other than Investor any rights (of ownership, occupation, use or otherwise) that are

inconsistent or conflict with, or that may interfere with, the lawful exercise or enjoyment by Investor of its rights granted under this Convention.

(c) Without limiting the generality of the foregoing, in the event such land rights are subject to the further grant, recognition and/or registration by any Governmental Authority or completion of other procedural prerequisites within the discretion of any Governmental Authority (collectively, "Prerequisites"), then where required to ensure the timely implementation and execution of Production, Investor shall proceed during the pendency of any application to or consideration by the Governmental Authority in relation to any such Prerequisites on the presumption such land rights will be timely granted and maintained, and Government shall indemnify and hold harmless Investor in relation to any act taken in reliance on such presumption.

Section 3.6 Agricultural Surface Leasehold. Except as otherwise limited herein, Investor's rights with respect to the Production Area leased pursuant to Section 3.1(b) shall be those inherent in a leasehold of the surface of land for agricultural purposes.

Section 3.7 Use of Water. Investor and any Investor Party shall be permitted to use the water within the Production Area as set forth in Section 3.3(a)(v).

Section 3.8 Right to Import. Investor and any Investor Party shall be entitled to import and use for Investor Activities, and subsequently export, any and all machinery, equipment, vehicles, supplies, consumable items, chemicals and any other thing whatsoever reasonably required for Production and Investor Activities in accordance with the terms of this Convention. In addition, Investor and any Investor Party may import oil palm stumps or seedlings, farm goods, educational materials and medication and drugs as may be required for Investor Activities. Subject to Section 12.5, Investor and any Investor Party may sell, in Cameroon, all imported items that are no longer needed for Production or Investor Activities.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF GOVERNMENT

Government represents, warrants and covenants the following to Investor as of the Effective Date for Government, and, other than Sections 4.2, 4.3 and 4.11, as of each date on which any additional Private Land and/or State Land becomes part of the Production Area pursuant to Section 3.2.

Section 4.1 Warranty of Investor's Rights. Subject to the timely and substantial fulfillment of all material obligations herein undertaken by Investor, Government represents and warrants Investor's title to and possession of all rights granted to Investor under the terms and conditions of this Convention, and its quiet enjoyment of the leasehold granted to it hereunder, and agrees that it will defend and protect these rights for the benefit of Investor.

Section 4.2 Warranty of Ownership and Use. Government represents and warrants that all State Land in the Production Area is not encumbered by any lien, mortgage, charge, easement, use right, right-of-way or other encumbrance, and is not subject to any recorded or

unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, Government to sell, transfer, subject to lien, grant a security interest or in any other way dispose or encumber any State Land in the Production Area. Further, Government represents and warrants that no agricultural or other commercial activity, other than that contemplated by this Convention, is currently taking place within any portion of the State Land in the Production Area.

Section 4.3 Environmental Matters. Government represents and warrants that no hazardous materials are present within any State Land in the Production Area, and to the best of Government's knowledge within any Private Land in the Production Area, in any form, quantity or condition that could result in a remedial obligation or other liability under any applicable Law, including the Environment Code. Government has provided Investor with copies of all environmental reports, permits and other documents related to the Production Area and the Investor Activities within the possession of Government or any Governmental Authority and/or Governmental Entity.

Section 4.4 Personal Property. Government and Investor agree that, except for the leasehold granted hereunder, the rights and privileges granted to Investor under this Convention are contract rights and constitute personal property and not real estate.

Section 4.5 No Action, Suit, Proceeding or Investigation. Government represents and warrants that there is no action, suit or proceeding, pending or, to Government's knowledge, threatened, against Government which, if adversely determined, would have a material adverse effect on its ability to perform its obligations hereunder or the validity or enforceability of this Convention.

Section 4.6 Authority and Due Authorization. Each of the undersigned representatives of Government represents and warrants that he or she has all necessary power and authority to execute and deliver this Convention. Government represents and warrants that it has all necessary power and authority to make and carry out this Convention and to perform its obligation and commitments under this Convention, and that the performance by Government of its obligations and commitments contained herein has been duly authorized.

Section 4.7 Enforceability. Government represents and warrants that this Convention has been duly and validly authorized, executed and delivered by it and this Convention constitutes a legal, valid and binding obligation of Cameroon, enforceable in accordance with its terms.

Section 4.8 Accuracy of Representations and Warranties. Government represents and warrants that no representation or warranty by it contained in this Convention omits to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made, which material fact, at the date of execution hereof, is known or should reasonably be known to Government

Section 4.9 No Conflict. Government represents and warrants that the execution, delivery and performance of this Convention will not conflict with, result in the material breach

of or constitute a material default under any of the terms of any treaty, agreement, decree or order to which it is a party or by which it or any of its assets is bound or affected.

Section 4.10 Access to Information. Government undertakes and affirms that Investor shall be entitled to use and to have access to all geological or other information relating to the Production Area that is owned by or subject to the control of the Government or any Governmental Authority and/or Governmental Entity on the same terms available to other similarly situated Persons in Cameroon requesting such information and in accordance with all Law.

Section 4.11 Facilitation of Permits, Licenses and Authorizations.

(a) As of the Effective Date for Investor and as of the date of any amendment to this Convention pursuant to Section 4.11(b), Government represents and warrants that (i) Appendix II lists all certificates, exemptions, waivers, consents, licenses, permits, easements, documents and other authorizations required to be obtained by any Project Participant in connection with the Investor Activities or the Production Area, and (ii) no other certificate, exemption, waiver, consent, license, permit, easement, document or other authorization, other than those listed on Appendix II, is required in connection with the Investor Activities or the Production Area.

(b) No less than 60 days prior to Investor providing the Notice to Government required by Section 3.2, Investor shall deliver to Government a revised Appendix II, which shall include all additional certificates, exemptions, waivers, consents, licenses, permits, easements, documents and other authorizations Investor in good faith believes are required to be obtained by any Project Participant in connection with the additional Private Land and/or State Land that is expected to become part of the Production Area. Within 60 days of receipt of the revised Appendix II, Government shall approve or disapprove (including its specific objections) such revised Appendix II. Upon the Parties mutual acceptance of the revised Appendix II, it shall be treated as an amendment to this Convention. In the event that Government does not respond to Investor's revised Appendix II prior to the end of the 60-day period, then where required to ensure the timely implementation and execution of Production, Investor shall proceed on the presumption that Government will approve the revised Appendix II, and Government shall indemnify and hold harmless Investor in relation to any act taken in reliance on such presumption.

(c) Government undertakes to promptly provide to Investor, and to cause any Governmental Authority to provide to Investor all certificates, exemptions, waivers, consents, licenses, permits, easements, documents and other authorizations, to the extent any of the foregoing are or may be desirable or necessary for any Project Participant to conduct the Investor Activities and otherwise to give effect to, and allow Investor to benefit from the provisions of this Convention.

(d) All certificates, exemptions, waivers, consents, licenses, permits, easements, documents and other authorizations to be provided pursuant to Section 4.11(c) above shall be provided free of any restriction or limitation and exempt from any and all Taxes and Duties or other payments.

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(e) In the event Investor is rendered unable to carry out any material obligation under this Convention, in whole or in part, as a result of a breach by the Government of any of its obligations under this Section 4.11, Investor's obligations under this Convention shall be suspended to the extent affected by such breach.

Section 4.12 Finance Assistance; Direct Agreement.

(a) Government shall, to the extent consistent with applicable Law and at the cost and expense of Investor, cooperate with Investor with respect to documentation reasonably necessary to obtain, maintain, syndicate and replace financing (including refinancings) for the performance of the Investor Activities. Government's cooperation may include reviewing, approving and executing documents which substantiate the terms of this Convention and responding to reasonable requests for available information and material to furnish to any proposed Lender to facilitate financing to the extent permitted by applicable Law.

(b) In connection with the foregoing, Government may be required to enter into, and, if so requested by Investor, Government shall use its best efforts to promptly agree to one or more consents to assignment, direct agreements or other agreements in form and substance customary for non-recourse project finance transactions of this type and complexity and in similar locations, which are governed by English or New York law dealing with *inter alia*:

- (i) cure periods before Government can terminate this Convention following the expiry of the applicable cure periods available to Investor hereunder for an Investor Event of Default;
- (ii) step-in rights for the Lenders; or a third party to stand in the place of Investor;
- (iii) novation of this Convention to a third party nominated by the Lenders; and
- (iv) any additional matters that the Lenders may reasonably request.

(c) Government shall, promptly upon the request of Investor, cause the Minister of Justice of Cameroon to issue one or more legal opinions addressed to Investor and the Lenders, dated on or prior to the Effective Date for Investor and updated and reissued on or immediately prior to the date of financial closing with the Lenders, addressing the authority of Government to enter into this Convention and the Port Agreement, the enforceability of this Convention and the Port Agreement, and such other matters as Investor and the Lenders may reasonably request, all in form and substance acceptable to Investor and the Lenders.

(d) Government shall, promptly upon the request of Investor or any Lender, execute, acknowledge and deliver to Investor, or any of the parties specified by Investor, standard consents and estoppel certificates with respect to this Convention that may be qualified to the best of the knowledge of a designated representative of Government.

Section 4.13 Political Risk Insurance.

(a) Investor and the Lenders may, but are not obligated to, apply for political risk insurance, which may be with MIGA or a similar provider of such coverage. If Investor elects to pursue MIGA insurance, Investor shall deliver the MIGA Approval Certificate to Government promptly after Investor receives the MIGA Approval.

(b) Government agrees to cooperate with Investor and the Lenders in the obtaining of such political risk insurance; provided, that Government shall not be obligated to expend its own funds, provide any guaranty or indemnity, or take any other similar action in connection with Investor obtaining such political risk insurance. Government further agrees to give its consent under Article 15 of the MIGA Convention to the issuance by MIGA of a contract of guarantee on terms and conditions reasonably acceptable to Investor and MIGA.

Section 4.14 Carbon Credits. Government undertakes to promptly provide to Investor all certificates, consents, authorizations, and other support reasonably requested by Investor in connection with the application for or monetization of the Credits.

**ARTICLE 5
REPRESENTATIONS, WARRANTIES AND
UNDERTAKINGS OF INVESTOR**

Investor represents, warrants and covenants the following to Government as of the Effective Date for Investor.

Section 5.1 Entity Status. Investor represents and warrants that Investor is a public limited company limited by shares, duly incorporated, validly existing and, where legally applicable, in good standing under the laws of Cameroon.

Section 5.2 No Action, Suit, Proceeding or Investigation. Investor represents and warrants that there is no action, suit or proceeding, pending, or to Investor's knowledge, threatened, against Investor which, if adversely determined, would have a material adverse effect on its ability to perform its obligations hereunder or the validity or enforceability of this Convention.

Section 5.3 Due Authorization. Investor represents and warrants that Investor has all necessary company power and authority to transact the business it transacts and proposes to transact, and to execute, deliver and perform its obligations under this Convention. Investor further represents and warrants that this Convention has been duly authorized by all necessary company action on the part of Investor, and this Convention constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.4 Technical Capabilities and Financial Resources. Investor represents and warrants that Investor has, or has ready access to, the necessary technical capability, experience, expertise and financial resources to make the investment contemplated and to comply in all respects with its obligations under this Convention.

Section 5.5 No Conflict. Investor represents and warrants that the execution, delivery and performance by Investor of this Convention will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any lien in respect of any property of Investor under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, company charter, memorandum and articles of association, regulations or by-laws, or any other agreement or instrument to which Investor is a party or by which Investor or any of its properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority applicable to Investor or (iii) violate any provision of any statute or other rule or regulation of any governmental authority applicable to Investor. There are no actions, suits, investigations or proceedings pending or, to the knowledge of Investor, threatened against or affecting Investor or any property of Investor in any court or before any arbitrator of any kind or before or by any governmental authority that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the ability of Investor to perform its obligations under this Convention.

Section 5.6 No Violation. Investor represents and warrants that except as has previously been disclosed to Government in writing, Investor has not been determined under any order, judgment, decree or ruling of any court, arbitrator or governmental authority to be in material violation of (i) any applicable law, ordinance, rule or regulation relating to the protection of the environment of any governmental authority or (ii) any agreement pursuant to which it is entitled to plant, develop and harvest oil palms and export, market, process, store or transport Oil Palm Products under the laws of any jurisdiction.

ARTICLE 6 UTILITIES

Section 6.1 Investor Utilities. Investor shall have the right to generate, distribute and allocate electricity and provide water and other utility services for the purpose of supplying buildings and other facilities within the Production Area, or otherwise conducting Investor Activities ("Utility Services"). Investor shall coordinate and consult with the relevant Governmental Agencies and/or Governmental Entities regarding such activities to the extent reasonably appropriate. Government shall not charge Investor any license fee or other Taxes and Duties for, or in connection with, the exercise of this right unless such Utility Services generate Taxable Profits, in which case such Taxable Profits will be subject to Article 11. Investor may agree, but shall have no obligation, to provide Utility Services to Government or other Persons if it has quantities surplus to its needs.

Section 6.2 Government Utilities. Government agrees that Investor and any Investor Party shall have equal access to all available electricity, water and other public utility services provided by Government or any Governmental Authority and/or Governmental Entity at

promotional rates or charges equal to or less than those charged to high priority, high use industries. Any such rates or charges shall be on a non-discriminatory basis, and no payment of any rate or charge shall be increased or otherwise "grossed up" because of any withholding required by any Law with respect to such payment. Any such rates or charges shall be for a single rate regardless of electricity consumption levels or zone or volume of water consumed. Government or any Governmental Authority and/or Governmental Entity in charge of electricity, water and other public utility supply shall undertake to link up, as a priority, the Production Area to its network and to effect the connections within a negotiated time frame according to the most favorable terms or payment mutually agreed upon.

Section 6.3 Access to Utilities and Natural Resources. Government shall not, and shall cause any Governmental Authority and/or Governmental Entity to not, take any action that could reasonably be expected to adversely change the quality or volume of natural resources available for Investor Activities (as compared to those conditions present as of the date of the applicable Lease Agreement, including water flow through rivers in the Production Area), if such change could have a material adverse effect on Investor Activities.

ARTICLE 7 CONSTRUCTION AND USE OF SUPPORT SYSTEMS

Section 7.1 Roads. All highways and roadways in the Production Area (including Farm Roads) shall remain open to the public subject to such reasonable restrictions on their use as Investor shall, in conformity with applicable Law, impose (i) in the interest of the safety and security of the property and assets of Project Participants, and (ii) to assure that such use does not materially interfere with any Investor Activities. Investor shall have the right to place security gates on highways and roadways within the Production Area when and for so long as it deems necessary in accordance with the provisions of Section 9.3.

Section 7.2 Government Construction. Government has the right to construct roadways, highways, railroads, telegraph and telephone lines and other lines of communication within the Production Area; provided, however, that Government does not materially interfere with Investor Activities. Government shall deliver to Investor on or before January 31 of each calendar year during the Term a rolling 5-year plan for construction within the Production Area. Government shall fully indemnify, save and hold Investor harmless from any economic or other losses, including lost profits, that Investor may suffer and all claims, damages, liability, and costs and expenses of defense (including reasonable attorney's fees) and all other costs and expenses arising out of or related to any such construction activity. Investor shall have the right to appoint counsel of its own choosing in connection with the foregoing; provided, however, that if the Government is called upon to pay the cost of such counsel it shall have the right to approve such counsel, which approval shall not unreasonably be withheld or delayed (and shall be deemed granted if not denied within 30 days after Notice to Government of Investor's choice of counsel or such earlier time as may be required by a judge or arbitrator in connection with pending legal proceedings).

Section 7.3 Airport and Port Facilities. Government agrees that Investor and any Investor Party may use any airport, harbor, port, road, rail, public transportation or similar

facility or service owned or operated by Government or any Governmental Authority and/or Governmental Entity at the most favorable preferential rates or charges then in effect. Any such rates or charges shall be on a non-discriminatory basis, and no payment of any rate or charge shall be increased or otherwise "grossed up" because of any withholding required by any Law with respect to such payment. Government agrees to facilitate, in accordance with all applicable Laws and procedures, all necessary discussions and negotiations between Investor and the National Port Authority for the use of the port and rental of storage and staging space at the port.

Section 7.4 No Common Carrier. Neither Investor nor any Investor Party shall be deemed to be, or to have been, common carriers of, for the purposes of any Law, to be, or have been, engaged in the business of transportation in Cameroon solely by virtue of the fact that any of them, either within or outside of the Production Area, ships or transports or has shipped or transported Oil Palm Products, Oil Palm Derivatives, Oil Palm By-Products or other goods required for utilized in or incidental to Investor Activities.

ARTICLE 8 CONDUCT OF OPERATIONS

Section 8.1 Production. Subject to the terms of this Convention, each of Investor and Operator shall engage in Production and operate its business in a manner consistent with prudent business practices, and shall produce Oil Palm Products in such quantities as Investor in its sole discretion deems appropriate taking into account world market conditions for Oil Palm Products, economic conditions in Cameroon and abroad, and sound business practices in Production.

Section 8.2 Sales Price of Investor Products. Investor shall have the right to sell Oil Palm Products, Oil Palm Derivatives, Oil-Palm By-Products and other agricultural products to Persons of its choosing at prices it deems appropriate taking into account good, modern, competitive business practices. **No price controls shall apply to any sales made by Investor.**

Section 8.3 Operator. Investor shall have the exclusive right to establish, own and control one or more Operators, and/or appoint or select one or more Operators, that have been organized in any jurisdiction, whether inside or outside Cameroon. Investor shall have the right to appoint jointly any Operator to exercise as directed by Investor any or all rights of Investor arising under this Convention or any Project Agreement, including any right to initiate dispute resolution proceedings, and to enforce as directed by Investor any or all obligations of Government, any Governmental Agency and/or Governmental Entity under this Convention or any Project Agreement.

ARTICLE 9 PUBLIC HEALTH, SAFETY AND EMPLOYEES

Section 9.1 Health and Sanitation. Within the Production Area, Investor and Operator shall practice modern public health in accordance with generally accepted health and sanitation procedures and in conformity with Cameroonian laws.

Section 9.2 Occupational Safety. Investor and Operator shall install, maintain and use such modern health and safety devices, work gears and equipment, and shall practice such

modern health and safety procedures and precautions in accordance with applicable Law and international standards (including regular safety training instruction for its employees) in connection with all Investor Activities.

Section 9.3 Security. Government hereby authorizes Investor directly or under contract with other Persons of its choosing, to establish, manage and maintain its own asset and employee security and protection service for the purpose of maintaining law, order and security in the Production Area and in other areas where Investor has or maintains property and assets, subject to applicable Law. Such service shall have the power to search, apprehend, detain, exclude and evict unauthorized Persons from the Production Area, and from such other areas as may be properly restricted for economic, operational or security reasons, subject to applicable Law. Investor shall coordinate the activities of such service with the Police.

Section 9.4 Government Assistance. In order to avoid or mitigate harm to Production or the Production Area, Government shall, on request by and in consultation with Investor, exert all lawful and reasonable efforts to enforce any relevant provisions of Law relating to threatened and/or actual instances of loss or damage caused by third parties to the land rights, the Production Area or loss or injury to Persons within the Project Area involved in Production (except where it is reasonable for Investor to deal with such threatened and/or actual instances of loss or damage by enforcing their contractual rights contained outside of this Convention).

Section 9.5 Minimum Wage Compensation.

(a) Compensation paid or provided to employees of Investor and Operator shall be based on the application of the occupational categories and minimum wage scales fixed on the basis of productivity and efficiency criteria. The terms and conditions of such compensation, employee benefits and working conditions shall be in accordance with international standards.

(b) Investor and Operator shall be free to negotiate contracts of employment that specify, among other things, the type of contract, position characteristics, remuneration modalities and elements, employee suspension and dismissal conditions, and settlement of disputes.

(c) Investor shall account for compensation and employee benefits in accordance with Section 14.1, and the requirements of this Section 9.5 shall be subject to Section 23.7 regarding non-discrimination.

Section 9.6 Local Employee Program.

(a) Investor and Operator shall give preference for employment to qualified Cameroonian nationals. Subject to the availability of qualified applicants, Investor and Operator shall cause Cameroonian nationals to represent at least 80% of the overall work force within 5 years from the Effective Date for Investor. The employment of a Cameroonian national in a particular position shall not, however, preclude the subsequent employment of a non-Cameroonian national in such position as long as, subject to availability, the percentage of

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Cameroonian nationals in the overall work force is otherwise met. In the event Investor or Operator is unable to meet the target set forth above, upon the request of Government, Investor shall be required to demonstrate that it used reasonable efforts to fill such positions with Cameroonian nationals.

(b) Subject to the availability of qualified applicants, Investor and Operator shall use reasonable efforts to cause Cameroonian nationals to represent at least 80% of the professional work force, including senior staff positions, where the following conditions are fulfilled: (i) the legitimate interests of Investor are guaranteed; (ii) the level of productivity required by Investor or Operator is maintained; and (iii) the labor market offers Cameroonian nationals with profiles that meet the relevant job descriptions.

(c) Notwithstanding the requirements of Section 9.6(b) above, where the professional positions concerned are such that the smooth operation of Investor or Operator requires only the use of a few key positions, and position performance requires significant experience that can only be acquired (even with the provision of in-service training) over a period in excess of 5 years, or the attributes of the position guarantee actual control of Investor or Operator, legitimate Investor interests shall be given precedence for the Term. Investor shall submit a list of such professional positions, along with explanatory notes, within 5 years from the Effective Date for Investor.

Section 9.7 Immigration and Administrative Matters.

(a) Government undertakes to provide to Investor, and to cause any Governmental Authority to provide to Investor all documents, permits, visas, licenses, rights, certificates, exemptions, waivers, consents, licenses, permits, easements and other authorizations required to: (i) enable each employee, officer and director of any Project Participant who is not a Cameroonian national to work in connection with the Investor Activities and, also to the spouse and minor children of each such employee, officer and director, to freely enter into, reside in, and depart from, Cameroon, and (ii) permit each employee, officer and director of any Project Participant to possess, use and store any vehicle, including aircraft, whether owned or rented.

(b) All documents, permits, visas, licenses, rights, certificates, exemptions, waivers, consents, licenses, permits, easements and other authorizations to be provided pursuant to Section 9.7(a) above shall be provided free of any restriction or limitation and exempt from any and all Taxes and Duties or other payments.

(c) At the request of Investor, Government shall promptly establish a dedicated on-site office within the Production Area for the performance of all immigration and administrative matters specified in Section 9.7(a) or otherwise required by the Investor (the "Immigration and Administrative Office"). The costs and expenses of the Immigration and Administrative Office shall be paid by Investor. Where no Immigration and Administrative Office has been requested by Investor, the obligations of the Immigration and Administrative Office shall be performed by the relevant Governmental Authority.

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(d) Except for exceptional circumstances, immigration and administrative matters shall be carried out no later than the end of the first business day following the day the documents to be processed by the Immigration and Administrative Office were received.

Section 9.8 Employee Access.

(a) Subject to applicable Law, Government shall permit the free movement within Cameroon of all Persons employed by Project Participants, of their property intended for their private use and of all other assets of such Persons relating to Production.

(b) Government shall ensure that Governmental Authorities shall not cause or permit to exist any restriction on the ingress or egress of any personnel with respect to the Production Area, subject only to the enforcement of immigration (including visa and residence permit regulations), customs, criminal and other applicable Laws.

ARTICLE 10 ENVIRONMENTAL MEASURES

Section 10.1 Investor Obligations. Investor's obligations with respect to the environment shall be as prescribed by applicable Law, including the Environmental Code, and the Equator Principles, as applicable.

ARTICLE 11 TAXES

Section 11.1 Tax Exemption.

(a) For a period of 10 years from the Initial Production Date of the Production Area, Investor shall enjoy a total exemption from any and all existing and future Taxes and Duties whatsoever.

(b) For any additional Private Land and/or State Land which becomes part of the Production Area pursuant to Section 3.2, for a period of 10 years from the Initial Production Date of such Private Land and/or State Land, Investor shall enjoy a total exemption from any and all existing and future Taxes and Duties whatsoever related or allocated to such Private Land and/or State Land.

Section 11.2 Continuation of Tax Exemption; Tax on Taxable Profits. Effective upon the expiration of each 10 year period set forth in Section 11.1 and continuing throughout the remainder of the Term, Investor shall continue to enjoy an exemption from any and all existing and future Taxes and Duties, with the exception of a tax on Taxable Profits at a flat rate not to exceed 15%.

Section 11.3 Loss Carry Forward.

(a) Total net losses incurred over each 10 year period set forth in Section 11.1 shall be considered expenses for subsequent years, and to the extent not used to offset Taxable

Profits in a previous year, such total net losses may be used to offset Taxable Profits in subsequent years indefinitely without any limitation.

(b) Effective upon the expiration of each 10 year period set forth in Section 11.1 and continuing throughout the remainder of the Term, to the extent not used to offset Taxable Profits in a previous year, any prior year losses may be used to offset Taxable Profits in subsequent years indefinitely without any limitation.

Section 11.4 Special Reserves. Investor shall not be required to reinvest any special reserves arising from the revaluation of its fixed assets.

Section 11.5 Payment Adjustment. If Investor has, pursuant to this Convention, underpaid its tax on Taxable Profits, Government may, subject to applicable Law, assess interest on the unpaid amount at a rate not to exceed 5% from the date of such underpayment until payment in full. If Investor has overpaid its tax on Taxable Profits, Investor may offset the amount of such overpayment as provided in Section 23.11, or seek reimbursement.

Section 11.6 Benefits Provided to Operator. Operator shall be considered to be the agent of Investor in respect to all matters related to Taxes and Duties under this Convention, and all transactions undertaken by Operator shall be treated as transactions directly undertaken by Investor, and not as transactions of Operator. Accordingly, for purposes of any and all Taxes and Duties, the rights provided to Investor hereunder shall also be provided to Operator. The foregoing shall apply for all Taxes and Duties purposes, notwithstanding that individual items of documentation may have been addressed only to Operator and not to Investor. Any and all payments made by Investor to Operator to finance its activities shall have no consequences for purposes of Taxes and Duties.

ARTICLE 12 CUSTOMS

Section 12.1 Import and Export Taxes and Duties. Throughout the Term, Investor shall enjoy a total exemption from any and all existing and future Taxes and Duties payable on imports and exports. Without limiting the generality of the foregoing, Investor shall benefit from the following:

- (a) all imports and exports used for or resulting from Investor Activities or used for social programs shall be exempt from any and all existing and future Taxes and Duties;
- (b) all imports and exports originating in or destined for the Production Area shall be exempt from any and all existing and future Taxes and Duties; and
- (c) the Import Verification Programme (IVP) shall not apply to the Investor.

Notwithstanding the foregoing, Investor shall be required to pay Taxes and Duties on imports of passenger cars for private use (but specifically excluding vehicles used for Production) and fuel, to the extent required by applicable Law.

Section 12.2 Transportation of Imports and Exports. Investor shall be exempt from any Government, Governmental Authority and/or Governmental Entity monopolies, including CAMSHIP/CNCC and CAMAIR-shipping requirements, quotas, preferences, charges or levies of any type whatsoever, and Investor may utilize any carrier for transportation of exports and imports without any restrictions.

Section 12.3 General Trade Schedule Exemption. The General Trade Schedule shall not apply to imports and exports from the Production Area. Investor shall not be required to obtain any approval, license, authorization, or comply with any price, margin or quota restrictions that would otherwise be applicable to imports and exports from the Production Area.

Section 12.4 Domestic Sales to Investor. Any and all sales of raw materials, intermediate, semi-finished and finished goods by Cameroonian Persons to Investor shall be exempt from internal turnover tax, the single tax, the internal tax on production, and any other existing or future duties, taxes and imposts of the same nature.

Section 12.5 Domestic Sales by Investor. Any sales made by Investor to Cameroonian Persons shall be considered purchases of imports by the relevant Cameroonian Person, subject to applicable Law, including the payment of Taxes and Duties.

Section 12.6 Customs Clearance Procedure.

(a) At the request of Investor, Government shall promptly establish a dedicated on-site office within the Production Area for the performance of all customs matters related to the Production Area, Investor Activities or otherwise required by the Investor (the "Customs Office"). The costs and expenses of the Customs Office shall be paid by Investor. Where no Customs Office has been requested by Investor, the obligations of the Customs Office shall be performed by the relevant Governmental Authority.

(b) The Customs Office shall defer inspection of any imports to the Production Area until such imports reach the Production Area. Such imports shall benefit from direct removal and shall be transferred under customs seal and escort to the Production Area. At the entry to the Production Area the Customs Office shall inspect the imports to determine whether the imports contain any prohibited articles, items or materials and are consistent with the related documents. A valuation of such imports shall not be required.

(c) The Customs Office shall inspect exports from the Production Area at the Production Area to determine whether such exports contain any prohibited articles, items or materials and are consistent with the related documents. Following such inspection, the exports shall be transferred to the port of exit under customs seal and escort with no further customs inspection or intervention.

(d) Except for exceptional circumstances, customs approvals, inspections and controls shall be carried out no later than the end of the first business day following the day the documents to be processed by the Customs Office were received.

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ARTICLE 13
OTHER TAXES AND PAYMENTS

Section 13.1 Social Security Withholding. Investor shall enjoy an exemption from any and all withholdings, deductions and contributions prescribed by the social security Laws excluding contributions to the National Social Insurance Fund; provided, that (i) Investor has requested and received a written certification from the Governmental Authority responsible for social security, (ii) Investor offers conditions at least equivalent to the best benefits provided by the Governmental Authority responsible for social security, and (iii) the Governmental Authority responsible for social security commits itself to providing benefits to any employee of Investor, in the event that such employee, having been laid off, would no longer receive such benefits from Investor. Government undertakes to cause the Governmental Authority responsible for social security to provide the foregoing certification to Investor, as required by Section 4.11(c).

Section 13.2 Real Property Taxes.

(a) The sale, lease, sublease or other transfer of any or all of the Production Area by Investor shall be exempt from any and all existing and future Taxes and Duties. No rent or tenancy controls shall apply to any of the Production Area.

(b) The purchase, lease, sublease or other transfer of Private Land and/or State Land by or to Investor, whether pursuant to a Lease Agreement or otherwise, shall be exempt from any and all existing and future Taxes and Duties.

Section 13.3 Carbon Credits. Government acknowledges that to the extent that Investor realizes certified emission reduction credits or other carbon or carbon-equivalent emission reduction credits, or any corresponding monetary value or cost savings that results from greenhouse gas emission reductions, whether created by Investor, any Investor Party, any Project Participant or any third party acting under the direction of Investor or any Investor Party ("Credits") associated with the Investor Activities, Investor alone shall be entitled to all such Credits and all corresponding cost savings.

Section 13.4 Equitable Treatment. In the event that Government enacts any Taxes and Duties, enters into any agreement or adopts any other practice or policy that permits more favorable treatment of any other Person than that accorded to Investor by this Convention, with respect to Taxes and Duties or otherwise, in any way related to the production or processing of agricultural products in Cameroon, then Government shall grant the same more favorable treatment to Investor with effect from the date of its application to such other Person or of its entry into force, as the case may be.

Section 13.5 Surface Rental. Commencing on the Effective Date for Investor and continuing throughout the Term, Investor shall pay annual surface rent to Government of US\$1.00 per hectare for State Land that is Developed Land, and US\$0.50 per hectare for State Land that is not Developed Land. Such surface rent shall be prorated for the first year and payable within 15 days of the Effective Date. Surface rent in subsequent years shall be payable to Government annually in advance, on or before January 15 of the year for which payment is being made, and shall be increased each January at a rate of 2% per calendar year.

ARTICLE 14
FINANCIAL REPORTING AND CURRENCY

Section 14.1 Accounting. All of Investor's accounting under this Convention shall be in Dollars and all amounts paid or received, and obligations incurred or transactions carried out, in Cameroonian Currency or other currencies shall for the purposes of this Convention be converted to Dollars in accordance with and pursuant to United States generally accepted accounting principles (except to the extent inconsistent with the terms of this Convention) based upon the Prevailing Market Rate of Exchange between Dollars and any such currency.

Section 14.2 Exchange Control.

(a) Investor shall at all times have the right, without restriction, directly or indirectly, by Government, to purchase, obtain, hold, deal with, sell and disburse funds in such manner, currencies and places as it chooses. Without prejudice to the generality of the foregoing, Investor shall have the unrestricted and unencumbered right to sell and receive payment for Oil Palm Products, Oil Palm By-Products, Oil Palm Derivatives and other agricultural products in any currency, including the currency in which the Oil Palm Products, Oil Palm By-Products, Oil Palm Derivatives and other agricultural products are sold, and all proceeds from such sales may be deposited in bank accounts outside Cameroon and held there or remitted to bank accounts anywhere in the world, in any currency. Notwithstanding the foregoing, Investor shall have the right to acquire and sell Cameroonian Currency from sources other than Government at the Prevailing Market Rate of Exchange on the date of acquisition. Investor shall be exempt from all mandatory conversions, if any, of foreign currency into Cameroonian Currency or any other currency.

(b) Any and all transactions between Government and Investor dealing with or referring to Cameroonian Currency shall be converted to Dollars at the Prevailing Market Rate of Exchange as of the date of the transaction.

(c) All purchases and sales of Dollars, or any other currency, by Investor shall be exempt from any and all Taxes and Duties, and any and all other direct or indirect restrictions and limitations.

(d) Government confirms that, for the duration of the Term, Investor shall be entitled to utilize, without restriction, foreign currency accounts in Cameroon, and to open, maintain and operate Cameroonian Currency bank and other accounts inside Cameroon and foreign currency bank and other accounts both inside and outside Cameroon.

Section 14.3 Currency of Payment. Except as otherwise provided below, Investor shall pay its obligations to Government in Dollars, including obligations for Taxes and Duties payable under Articles 11, 12 and 13. Notwithstanding the foregoing, Investor shall make payments of sums it collects on behalf of Government, including taxes withheld from the salaries or wages of employees of Investor, and any other sums payable to other Persons from which a portion is required by applicable Law to be withheld or retained by Investor on behalf of Government, in the currency in which such salaries or wages or such other sums are paid. For purposes of determining compliance by Investor with any applicable Law (including any Law

determining minimum wages) or satisfaction by Investor of any contractual obligation, the amount of any payment by Investor made in Dollars shall be converted to Cameroonian Currency at the Prevailing Market Rate of Exchange as of the date of such payment.

Section 14.4 Right to Remit and Receive Payments. Each Project Participant, and each of its respective expatriate employees, officers and directors, shall have the right to remit and receive in Dollars, or any other currency, all payments of dividends, interest, principal, wages and other payments arising from or as a result of, or related to Investor Activities or their employment, and to do so without penalties, required total or partial surrender, exchange or confiscation of such Dollars or any such other currency, or other direct or indirect restrictions on such remittances or receipts. Throughout the Term, Interest Holders shall enjoy an exemption from any and all existing and future Taxes and Duties payable with respect to Investor dividends or other such distributions.

ARTICLE 15 REPORTS AND CONFIDENTIALITY

Section 15.1 Confidentiality.

(a) Confidential Information provided to one Party by the other Party under this Convention shall only be used by the receiving Party and its representatives, and only for the purpose for which it was obtained, and shall be maintained in confidence as to third parties by the receiving Party and its representatives except as may otherwise be required by applicable Law, the terms of this Convention or a final order of any court having jurisdiction that is not subject to appeal. Subject to the exceptions set forth in subclause (b), all information disclosed to the other Party shall be considered "Confidential Information," including (i) all written information of the disclosing Party that conspicuously bears a "Confidential," "Proprietary" or similar designation, and (ii) all oral information of the disclosing party that is identified at the time of disclosure as being of a confidential or proprietary nature. Confidential Information shall also include all information which either Party has received from others and which it is obligated to treat as confidential; provided, that such information is disclosed in the manner set forth in the preceding sentence.

(b) For purposes of this Convention, information provided by one Party to the other shall not be considered Confidential Information if: (i) it is already in the public domain or subsequently becomes public (but in either instance not by virtue of any act in violation of an obligation any Person had to keep such information confidential, or otherwise by virtue of any wrongful or illegal act by any Person); (ii) the disclosing Party or its representatives (including Affiliates) has provided the information to other Persons not entitled to any legal privilege with respect to such information; (iii) it is known by the receiving Party without any obligation to keep such information confidential at the time of receiving such information as evidenced by its contemporaneous written records; (iv) it is hereafter furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (v) it is the subject of a prior written permission to disclose provided by the disclosing Party; or (vi) it is necessary to establish rights or enforce obligations under this Convention.

(c) Should any Person make a demand upon the receiving Party in the course of litigation or apply to any court in Cameroon for the production of such Confidential Information, the receiving Party shall timely provide Notice to the disclosing Party prior to revealing such information so that the disclosing Party may have an opportunity to intervene in the matter. Either Party shall nevertheless have the right to make available to any Person, or generally to reveal, the specific terms of this Convention, the nature and scope of the obligations each has assumed hereunder. Investor shall have the further right to disclose to any Person such other and further details of its activities in Cameroon, including the amount of any payments of Taxes and Duties it has made or is obligated to make to Government, as it deems appropriate. By disclosing any such information, Investor shall have agreed thereby that it is not Confidential Information and is not subject to the provisions of this Section 15.2.

ARTICLE 16 ASSIGNMENT AND TRANSFER

Section 16.1 Assignment by Investor. Investor shall have the right to assign or transfer any or all of its interest in the Production Area and its rights and obligations under this Convention to or in favor of any Person. Any such assignment or transfer shall be effective upon Investor providing Notice to Government.

Section 16.2 Assignment by Government. Government shall not assign or transfer, or otherwise permit the assignment or transfer of, any or all of its rights and obligations under this Convention to or in favor of any Person, unless Investor has given its prior written approval to such assignment or transfer.

Section 16.3 Right to Encumber. Notwithstanding any provision of this Convention to the contrary, Investor shall have the right without Government's prior approval to assign, hypothecate, mortgage, charge or otherwise encumber its rights and obligations under this Convention for the purpose of raising, from one or more of its Affiliates or any Lender, financing for the Investor Activities and other obligations under this Convention. Government agrees that in the event of a default by Investor under such financing, any Person holding such assignment, hypothecation, mortgage, charge or other encumbrance shall be entitled either to conduct Investor Activities to the same extent and on the same basis as Investor could under this Convention or to exercise any power of sale granted by such assignment, hypothecation, mortgage, charge or other encumbrance

ARTICLE 17 FORCE MAJEURE

Section 17.1 Application. In the event of either Party to this Convention being rendered unable, in whole or in part, by Force Majeure to carry out any obligation under this Convention, other than an obligation to make payments of money, such Party shall give Notice and the particulars of such Force Majeure in writing to the other Party as soon as practicable after the occurrence of the cause relied upon, the obligation of the Party giving such Notice, insofar as it is affected by such Force Majeure, shall be suspended during the continuance of any such inability. However, any such inability shall, as far as is practicable, be remedied with all reasonable dispatch. All time periods specified in this Convention for the performance of

obligations or the enjoyment of rights that are affected by Force Majeure, except in connection with an obligation to make payments of money, but including the Term, shall be extended by the period of time the inability caused by such Force Majeure exists. If a continuous condition of Force Majeure has existed for a period of 365 consecutive days or more, which prevents Production or any material Investor Activities, then Investor shall have the right to terminate this Convention without further obligations or cost or expense (except for any obligations that accrued prior to the commencement of the Force Majeure or obligations to make payments of money that accrued prior to such termination) by delivery of Notice to Government not less than 30 days prior to such termination.

Section 17.2 Definition. The term "Force Majeure" as used in this Convention shall mean any event or circumstance or combination of events and/or circumstances occurring on or after the date hereof that materially and adversely affect the performance of a Party of its obligations under or pursuant to this Convention, including natural disasters (earthquakes, landslides, cyclones, floods, fires, lightning, tidal waves, volcanic eruptions and other similar natural events or occurrences), accidents, revolutions, riots, civil commotions, sabotage, explosions, wars, acts of war, invasions, acts of public enemies, hostilities (whether war is declared or not), acts of terrorism or serious threats against the safety of employees or assets, strikes or other labor disputes of a national or regional scope, rebellions, restrictions on trade or commercial activities or other restrictions imposed by any sovereign government (other than Government), international embargoes, blockades, epidemics or public health emergencies, major breakdowns in infrastructure or other equipment, the inability to obtain necessary goods, materials, services or technology, the inability to obtain or maintain any necessary means of transportation, the application of laws, treaties, rules, regulations and decrees, the actions or inactions of any governmental authority and other events or causes, whether of the kind enumerated or otherwise; provided, that any such cause was not within the reasonable control of the Party invoking its rights under Section 17.1 as a result of an event of Force Majeure and could not have been avoided or overcome by such Party through the exercise of reasonable investigation or prudent care.

ARTICLE 18 TERMINATION

This Convention shall terminate at the end of the Term as set forth in Section 2.1, or may earlier terminate as provided below.

Section 18.1 Termination by Investor without Cause. Notwithstanding any other provision of this Convention, Investor shall have the right, without cause, to terminate this Convention at any time, either in its entirety or as to any part of the Production Area, 30 days after giving Notice to Government (subject to this Article 18) or alternatively pursuant to the provisions of Section 17.1. Any such termination shall be subject to the obligations of Investor under this Convention that accrued prior to the date of termination, including its obligations under Articles 11 and 18.

Section 18.2 Termination by Government. Subject to the provisions of Article 19, Government shall have the right to terminate this Convention if any of the following events

("Investor Events of Default") shall occur and be continuing; provided, that no such event shall become an Investor Event of Default if it results from (i) a breach by Government hereof or a Government Event of Default or (ii) the occurrence of a Force Majeure.

(a) Investor shall have materially breached one or more of its material obligations under this Convention and such failure shall have a materially adverse effect on Government; provided, that a breach of an obligation contained Article 8, 9 or 10, shall only be considered material if such breach was systematic and persistent; or

(b) Investor shall (i) file a petition or application to any tribunal for the appointment of a trustee or receiver for all or any substantial part of the assets of Investor, (ii) commence any proceedings for its bankruptcy, reorganization, arrangement or insolvency under the laws of any jurisdiction, whether now or hereafter in effect, or if any such petition or application is filed, or any such proceedings are commenced against it, indicate its approval thereof, consent thereto or acquiescence therein, which proceedings are not dismissed within 90 days of commencement or (iii) if any order is entered appointing any such trustee or receiver, or adjudicating Investor bankrupt or insolvent, or approving the petition in any such proceedings, permit such order to remain in effect for more than 90 days.

Section 18.3 Termination by Investor. Investor shall have the right to terminate this Convention if any of the following events ("Government Events of Default") shall occur and be continuing; provided, that no such event shall become a Government Event of Default if it results from (i) an Investor Event of Default or (ii) the occurrence of a Force Majeure:

(a) Government shall have breached one or more of its material obligations under this Convention and such failure shall have a materially adverse effect on Investor; or

(b) any default under the Port Agreement or any Project Agreement shall occur and be continuing.

Section 18.4 Opportunity to Cure. In the case of an Event of Default by either Party, the non-defaulting Party shall send the defaulting Party Notice of its intention to terminate this Convention. If the Event of Default relates to payment of money, and such Event of Default is not cured within 30 days after such Notice, then this Convention shall terminate. If the Event of Default does not relate to the payment of money, and such Event of Default is not cured within 90 days after such Notice, then this Convention shall terminate; provided, however, that for Events of Default that can only be cured in a period in excess of 90 days, the defaulting Party shall have such additional time to cure such Event of Default as is reasonably necessary to cure such Event of Default, if prior to the end of such 90-day period, the defaulting Party provides evidence reasonably satisfactory to the non-defaulting Party that (i) it has commenced and is diligently pursuing the cure and (ii) more than 90 days will be required in order to effectuate such cure.

Section 18.5 Disputes Regarding Events of Default. Notwithstanding any other provision of this Article 18, if Investor disputes whether there has been an Event of Default described in this Article 18 and, within 30 or 90 days, as applicable, after receiving Government's Notice of its intention to terminate, refers such dispute to arbitration in accordance

with Article 19, then termination of this Convention shall not take effect until the finality of, and in accordance with, an arbitration award upholding Government's right to terminate.

Section 18.6 Buy-Out. If this Convention is terminated pursuant to Section 18.3 by Investor as a result of a Government Event of Default at any time, then Government or its designee shall, at Investor's option, purchase all of Investor's right, title and interest in the moveable and immovable assets in the Production Area in exchange for a payment in Dollars equal to the fair-market value of Investor's investment in Cameroon, measured as of the date immediately prior to occurrence of the Government Event of Default that gave rise to Investor's right to terminate.

Section 18.7 Contract Remedies Preserved. The termination rights provided in this Article 18 are in addition to, and not in derogation of, any remedial right to damages which either Party may have, pursuant to Article 20 or applicable Law, as set forth in Article 23 below, for a breach by the other Party of this Convention.

Section 18.8 Procedures Upon Termination. Upon the termination of this Convention pursuant to this Article 18, the following shall apply:

(a) Investor shall, no later than 90 days after the date of payment by Government of all damages due as a result of such termination, without any action being necessary on the part of Government, surrender and deliver to Government all State Land located in the Production Area (the date of such surrender and delivery, the "Transfer Date");

(b) on the Transfer Date, Government shall, without any action being necessary on the part of Investor, assume full responsibility for all State Land located in the Production Area and all Production associated therewith, and Investor shall have no further liability or responsibility for any State Land located in the Production Area or any Production associated therewith;

(c) on the Transfer Date, Government shall be liable for all costs, expenses and other amounts incurred on and after the date of termination in connection with all State Land located in the Production Area and all Production associated therewith;

(d) Investor shall assist Government, at the cost and expense of Government, as Government may reasonably request to ensure the orderly transition of control, operation, management and maintenance of all State Land located in the Production Area;

(e) Investor and Government shall make appropriate adjustments for all fees and other charges due, and all payments and other revenues owing, with respect to all State Land located in the Production Area and all Production associated therewith that are incurred prior to the Transfer Date but not collected or owing until on or after the Transfer Date and any payment therefor shall be made by the appropriate Party on the Transfer Date, subject to readjustment if necessary because of errors identified within 180 days of the Transfer Date;

(f) in the event of a termination at the end of the Term as set forth in Section 2.1, Government shall pay Investor compensation for all immovable assets and the

current growing season's unharvested Oil Palm Products on any State Land located in the Production Area that have not been fully amortized or harvested, respectively, by the date of termination, in an amount equal to the unamortized cost of such immovable assets and the fair market value of such Oil Palm Products;

(g) in the event of a termination at the end of the Term as set forth in Section 2.1, Government shall have the option, by giving Notice to Investor no fewer than 180 days prior to the end of the Term, to purchase all movable assets of Investor located on any State Land located in the Production Area at the fair market value of such assets, such amount to be agreed between the Parties; and

(h) the consequences of the termination of this Convention with respect to Private Land, or a termination of any Lease Agreement that pertains to Private Land, shall be governed by the terms of the relevant Lease Agreement.

This Section 18.8 shall survive the termination of this Convention.

ARTICLE 19 ARBITRATION

Section 19.1 Submission to Arbitration.

(a) Any dispute between Government and Investor arising out of, in relation to or in connection with this Convention or its formation, or the validity, interpretation, performance, termination, enforceability or breach of this Convention shall be settled by binding arbitration under the arbitration rules of the Centre in effect on the date hereof (the "ICSID Rules"). In the event of any conflict between the ICSID Rules and this Article 19, the provisions of this Article 19 shall govern.

(b) The Parties agree that this Convention and Investor's operations pursuant hereto constitute an "investment" by reason of the investment of a considerable amount of money in Cameroon and that for purposes of Article 25(1) of the ICSID Convention, any dispute subject to this Article 19 is a legal dispute arising directly out of an investment. Either of the Parties to such dispute may institute arbitration proceedings by giving Notice to the other Party and Notice to the Secretary-General of the Centre, including in each a statement of the issues in dispute.

Section 19.2 Nationality for Purposes of Arbitration. Notwithstanding the incorporation in Cameroon of Investor, Investor shall be treated as a Person that is a national of the United States of America for purposes of the ICSID Convention and of this Convention.

Section 19.3 Arbitrators. Any arbitral tribunal constituted pursuant to this Convention shall consist of one arbitrator to be appointed by Government, one arbitrator to be appointed by Investor and one arbitrator to be appointed by the Secretary-General of the Centre who shall be the President of the tribunal. The Parties agree that the arbitrators appointed by Government and Investor may be nationals of their respective states and that the arbitrator appointed by the Centre as President of the tribunal shall not be a national of either Cameroon or of the United States of America. No member of the tribunal shall have an interest in the matters in dispute.

Section 19.4 **Venue.** Arbitration proceedings conducted pursuant to this Convention shall be held in London, England, or such other place as the Parties may agree, and shall be conducted in the English language. The costs of the proceedings, which shall be those costs and fees incurred or imposed by the Centre and the arbitrators, shall be assessed between the Parties on such basis as the arbitral tribunal shall decide.

Section 19.5 **Award.** The arbitrators shall, by majority vote, render a written decision which shall be public stating the reasons for their award within three months after any hearing conducted has been concluded. Any monetary award shall be assessed and payable in Dollars (determined at the Prevailing Market Rate of Exchange if the award involves an obligation expressed in any currency other than Dollars) through a bank designated by the recipient. Each Party shall bear its own costs and expenses (including attorney's fees). Except as specifically provided for in Sections 3.1(b), 3.4, 7.2, 18.6 and 23.8, neither Party shall have any liability for either consequential damages (except for purposes of setoff) or exemplary or punitive damages. Interest at a rate not to exceed LIBOR existing at the time of such award plus 4%, multiplied by the amount of the award shall be assessed from the date of any monetary award until its satisfaction. If LIBOR should cease to be reported, then the rate to be applied shall be another agreed substitute rate selected by the arbitral panel. The liability of Investor or the Government shall not exceed the fair market value of Investor's investment in Cameroon immediately prior to the occurrence of the event giving rise to the Award. If the decision of the arbitral tribunal is adverse to either Party, then the arbitral tribunal shall specify a reasonable period of grace to cure any defect or default on the part of such Party; provided, however, that such period of grace shall not exceed 180 days for the making of any payment required by such award and in all other cases shall not be fewer than 90 days. If the decision of the arbitral tribunal includes a finding that either Party shall have breached this Convention in a manner that is not susceptible of cure by specific performance, the arbitral panel shall specify a monetary award as the cure for such default.

Section 19.6 **Default Dispute Resolution Procedures.** If the Centre for any reason shall be found to lack jurisdiction over, or otherwise be unable or unwilling to accept jurisdiction over any Dispute, such Dispute shall instead be settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") by three arbitrators appointed in accordance with the ICC Rules. The language of the arbitration and award shall be English and the seat of arbitration shall be New York.

Section 19.7 **Acknowledgement of Commercial Act.** Government unconditionally and irrevocably agrees that the execution, delivery and performance by it of this Convention constitutes a private and commercial act. In addition to the foregoing, Government unconditionally and irrevocably agrees that: (a) should any proceeding (including any arbitration proceeding pursuant to this Article 19) be brought against it or its assets in relation to this Convention or any transaction contemplated by this Convention, no immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets, revenue or property; (b) it waives any right of immunity that it or any of its assets, revenue or property now has or may acquire in the future in any jurisdiction in connection with any such proceedings; and (c) it consents generally in respect of the enforcement of any judgment against it in any such proceedings (including any arbitration proceeding pursuant to this Article 19) in any jurisdiction

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to the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution against or in respect of any assets, revenue or property whatsoever irrespective of their use or intended use).

Section 19.8 Reservation of Rights. The right to refer a claim or dispute to arbitration hereunder shall not be affected by the fact that a claimant or respondent has received full or partial compensation from another Person for a loss or injury that is the object of the claim or dispute, and any such other Person may participate in such proceedings by right of subrogation.

Section 19.9 Nature of Award. It is agreed by the Parties that, subject to Section 19.5, the arbitral award of any arbitral tribunal constituted pursuant to this Convention may contain such orders (including orders for specific performance, setoff, other equitable relief or monetary damages) in respect of or affecting any of the Parties (and/or any direct loss or damage suffered by any of them), as such arbitral tribunal determines to be appropriate in the circumstances. The Parties, subject to their respective obligations contained elsewhere in this Convention, shall take all such actions as are necessary to give full and complete effect to the award which, in accordance with its terms, shall be binding upon and enforceable against them.

Section 19.10 Successors. The consent to the jurisdiction of the Centre as set forth in this Article 19 shall equally bind any successor or successors-in-interest to each Party to this Convention. Should the Centre be replaced by, or its functions be substantially conferred upon or be transferred to, any new international body of a similar type and competence, each Party shall have the right to submit any dispute to such body for settlement by arbitration in accordance with the foregoing provisions of this Article 19. Should the Centre cease to exist entirely without replacement, then any Party may submit any dispute arising under this Convention to the International Chamber of Commerce for arbitration in accordance with the terms hereof and its rules of procedure, or to such other arbitrators as the Parties shall agree upon. In all circumstances, however, the right to arbitration set forth herein shall remain at all times fully binding on both Parties.

ARTICLE 20 INDEMNITY; LIABILITY; CHANGE OF LAW

Section 20.1 Indemnity. Any breach, or other inability to perform, by either Party of an obligation provided for in this Convention, shall entitle the Party aggrieved by such breach or inability to be fully indemnified, saved and held harmless from all claims, damages, losses, liabilities, and costs and expenses of defense (including reasonable attorney's fees), arising out of or related to such breach by the defaulting Party, subject to the limitations of Section 19.5.

Section 20.2 Investor Liability.

(a) Subject to the following, and without prejudice to the right of Government to seek full performance by Investor of its obligations under this Convention or any Project Agreement, Investor shall be liable to Government for any loss or damage caused by or arising from any breach by Investor of its obligations under this Convention. Investor shall have no liability under this Section 20.2 if, and to the extent, any loss or damage is caused by, or arises

from, any breach by Government or any Governmental Authority and/or Governmental Entity of any duty or obligation arising under this Convention or any Project Agreement.

(b) Investor shall have no liability in accordance with this Section 20.2 for any loss or damage arising from or in connection with Investor Activities which is causing, or is likely to cause, material damage to the environment or material risk to health and safety, if, despite there being in place appropriate safety standards as required by this Convention, the loss or damage was: (i) the result of compliance with a compulsory measure of Government or any Governmental Authority and/or Governmental Entity where the damage or risk occurred, or (ii) the result of the wrongful intentional conduct of a third party.

Section 20.3 Government Liability.

(a) Without prejudice to the right of Investor to seek full performance by Government or any Governmental Authority and/or Governmental Entity of obligations under this Convention or any Project Agreement, Government shall provide monetary compensation for any loss or damage to any Interest Holder which is caused by or arises from, and for the cost incurred by any Interest Holder of remediating (so far as possible) any damage to the environment which is caused by or arises from:

(i) any failure of Government or any Governmental Authority and/or Governmental Entity, whether as a result of action or inaction, to fully satisfy or perform all of its obligations under this Convention or any Project Agreement;

(ii) any misrepresentation by Government or any Governmental Authority and/or Governmental Entity in this Convention or any Project Agreement; or

(iii) any breach of duty by Government or any Governmental Authority and/or Governmental Entity.

provided, that Government shall have no liability under this Section 20.3 if, and to the extent, the loss or damage is caused by, or arises from, any breach by any Interest Holder of any duty arising under this Convention or any Project Agreement.

(b) Government shall indemnify Interest Holders against any liability to any third party for any loss or damage arising from or in connection with Investor Activities which is causing, or is likely to cause, material damage to the environment or material risk to health and safety, if, despite there being in place appropriate safety standards as required by this Convention, the loss or damage was the result of compliance with a compulsory measure of Government or any Governmental Authority and/or Governmental Entity where the damage or risk occurred.

(c) Government liability under this Convention shall be several, independent, absolute and irrevocable.

(d) Notwithstanding any other provision of this Convention, Government's liability hereunder shall not extend to any obligation of a Governmental Entity under a Project

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Agreement which has been assumed by such Governmental Entity in the same capacity as a private commercial party.

Section 20.4 Change of Law.

(a) If any Change of Law has the effect of impairing, conflicting or interfering with the implementation of Investor Activities, or limiting, abridging or adversely affecting the value of the Production Area or any of the rights, indemnifications or protections granted or arising under this Convention or any Project Agreement, or of imposing (directly or indirectly) any Costs on any Interest Holder, Investor shall, within 1 year of the date when it could with reasonable diligence have become aware of the effect of the Change of Law, give notice thereof in writing to Government. During the 90 days following Government's receipt of such notice, Investor and Government shall endeavor to resolve the matter through amicable negotiations. Failing such a resolution, Government shall, by the end of such 90-day period, do the following:

(i) take all actions available to it to reverse the effect of such Change of Law upon Investor Activities, the value of the Production Area or the relevant rights, indemnifications or protections, and compensate Investor for the present Costs incurred by Investor as a result of the Change of Law. The foregoing obligation shall include the obligation to take all appropriate measures to resolve promptly by whatever means may be necessary, including by way of exemption, legislation, decree and/or other authoritative acts, any conflict or anomaly between this Convention or any Project Agreement and Law; or

(ii) compensate Investor for the present and future Costs incurred by Investor as a result of the Change of Law;

provided, however, that the obligation to take one of the actions referred to above shall not apply in relation to a Change of Law if Government establishes that that Change of Law reflects a change in standards generally applicable in relation to standards of environmental protection, safety, employment, training, social impact or security in the oil palm industry internationally.

(b) Any payment of compensation pursuant to this Section 20.4 shall be paid promptly and in Dollars and shall take the form of reimbursement by Government of the Costs incurred by Investor as a result of the Change of Law. Any such payments shall bear interest as provided in Section 19.5. Such interest shall accrue from the date(s) when the relevant Costs are incurred by Investor to the date(s) when payments are received from Government.

ARTICLE 21 NOTICES

Section 21.1 Written Communications.

(a) All orders, approvals, declarations, consents, and/or Notices of any kind required, expressly authorized or provided under this Convention (hereinafter each referred to as a "Notice") between Government and Investor shall be in writing and delivered by hand, by telefax, by postage prepaid registered mail or by any other means of communication agreed upon by the Parties. Any Notice sent by Government shall be signed on behalf of Government by any

one of the Persons designated as the Minister, and any Notice sent by Investor shall be signed on its behalf by a director or officer of Investor.

(b) The receipt of a Notice by a Party shall be deemed to have occurred in any of the following circumstances:

(i) the Minister, in the case of the Government, or a director or officer of Investor, in the case of Investor, has signed a return receipt of registered mail;

(ii) a telefax confirmation of receipt has been electronically issued to the sender indicating receipt of a Notice sent by telefax to a telefax number authorized hereby;

(iii) verification of receipt of the Notice has been obtained in any manner specifically agreed to in writing by the Parties; or

(iv) a Party has directly or indirectly acknowledged receipt of the Notice in writing.

(c) Notices to Investor shall be sent to:

SG Sustainable Oils Cameroon Plc.
P.O. Box 4876
Doula
Cameroon

SG Sustainable Oils Cameroon Plc.
c/o Sithe Global Management, Inc.
245 Park Avenue, 38th Floor
New York, NY 10167
United States

(d) Notices to Government shall be sent to:

The Minister of Economy, Planning and Regional Development
Ministry of Economy, Planning and Regional Development
Cameroon

Section 21.2 Change of Address and Designated Recipient. Any Party may, upon prior Notice to the other Parties at any time, change the Person designated to receive Notices from the other Parties, the postal mail address and/or fax number of the office in Cameroon or in the United States of America authorized to receive such Notices, or the postal address or addresses and/or fax number or numbers of the offices to which copies of Notices from one Party to the others are to be delivered.

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ARTICLE 22
GOVERNING LAW

Section 22.1 Applicability of Cameroonian Law. Except as explicitly provided in this Convention, Investor shall be subject to Law as in effect from time to time, including with respect to labor, environmental, health and safety, customs and tax matters, and shall conduct itself in a manner consistent with Cameroon's obligations under international treaties and agreements insofar as those have the effect of Law.

Section 22.2 Construction and Interpretation. This Convention (including its formation and any questions regarding the existence, validity or termination of this Convention) and the rights, obligations and duties of the Parties under this Convention shall be construed and interpreted in accordance with Law and by such rules and principles of international law as may be applicable, particularly with regard to an investment by nationals of one country in another country. However, in the event of a conflict between this Convention and any Law, except for the Constitution of Cameroon, as in effect as of the date hereof, the rights, obligations and duties of a Party shall be deemed to be those set forth in this Convention and each Party shall have such remedies as are provided for in this Convention with respect thereto including the remedies set forth in this Article 22.

ARTICLE 23
AFFIRMATIONS

Section 23.1 Binding Effect. This Convention shall become law and be effective and binding on each Party on the relevant Effective Date.

Section 23.2 Commitments with Respect to Project Agreements Entered into by Governmental Authorities and/or Governmental Entities.

(a) Government shall procure the timely performance of the obligations arising from any Project Agreements entered into by any Governmental Authority and/or Governmental Entity. The obligation of Government in that respect shall be an independent guarantee enforceable pursuant to Article 19 separately from the obligations of any Governmental Authority and/or Governmental Entity under the relevant Project Agreement.

(b) Government shall, in a timely fashion, issue, give or cause to be given, in writing, all decrees, enactments, orders, regulations, rules, interpretations, authorizations, approvals and consents necessary or appropriate to evidence and perform the foregoing procurement obligation to enable and require any relevant Governmental Authority and/or Governmental Entity to perform in a timely manner all of its obligations as provided by the Project Agreements.

(c) Government shall ensure that any Governmental Authority and/or Governmental Entity make the payment in a timely manner of any and all sums of money which may become due and owing by such Governmental Authority and/or Governmental Entity under or pursuant to the indemnification provisions of any Project Agreement.

(d) The privatization, insolvency, liquidation, reorganization or any change in the viability, ownership, organizational structure or legal existence of any Governmental Authority and/or Governmental Entity party to any Project Agreement shall not affect the obligations of Government hereunder.

(e) Government shall, throughout the entire term of the above-mentioned Project Agreement to which any Governmental Authority and/or Governmental Entity is a party, ensure that the obligations of that Governmental Authority and/or Governmental Entity under the Project Agreement are always vested in and undertaken by an entity authorized to perform and capable of performing such obligations, failing which, Government itself shall perform directly all such obligations of such Governmental Authority and/or Governmental Entity.

Section 23.3 Non-Derogation. Government affirms that at no time shall the rights (and the full value and enjoyment thereof) granted by it under this Convention be derogated from, unreasonably delayed, frustrated, impeded or otherwise undermined by the action or inaction of Government, any official of Cameroon, or any other Person whose actions or inactions are subject to the control of Government including any action that rescinds, or purports to rescind, the rights or benefits granted Investor or Project Participants hereunder.

Section 23.4 Third Party Beneficiary. No Person that is not a Party to this Convention shall have any rights under it unless so provided by its terms.

Section 23.5 Necessary Acts. To the extent not specifically provided herein, each Party shall execute such documents, grant such authorizations, licenses and approvals and do such other and further things as may be necessary to give full and complete effect to the provisions of this Convention.

Section 23.6 Government Facilitation. Government shall ensure the taking, within a reasonable period of time, of all reasonable measures and promulgation of all laws and decrees that are or may become necessary under its laws to enable the Project Participants to implement the terms of this Convention and all Project Agreements and to authorize, enable and support the activities and transactions contemplated by this Convention and all Project Agreements. Government shall, to the extent possible, consult with and keep Investor informed in respect of the development of any necessary laws or regulations and the status of all actions which are or may be necessary in order to comply with the foregoing.

Section 23.7 Non-Discrimination. Except as expressly provided or permitted herein, no Law, contractual arrangement or other action by Government shall discriminate against Project Participants. Government shall not enter into any contractual arrangement or take any other action that, in application, enforcement or effect, renders any Project Participant as a practical matter uniquely or disproportionately liable to obligations under Law, contract or otherwise when compared to other similarly situated Persons engaged in similar activities under comparable conditions relating to agriculture production in Cameroon. Without limiting the generality of the foregoing, the provisions of this Section 23.7 shall fully apply to the obligations generally assumed by Investor with regard to Taxes and Duties in this Convention, including specifically the obligations set forth in Articles 11 and 13.

Section 23.8 Protection against Nationalization or Expropriation. Government undertakes and affirms that it shall not nationalize or expropriate (or take any measure tantamount to nationalization or expropriation with respect to):

- (a) any Infrastructure or other property, movable or immovable, of any Project Participant or any of their respective employees, officers, directors, agents or representatives, to the extent connected with or affecting the activities of any Project Participant;
- (b) Oil Palm Products, Oil Palm By-Products, Oil Palm Derivative Products and other agriculture products in any form resulting from the activities of any Project Participant;
- (c) any equity, shares or ownership interests of whatever nature held in or owned or issued by any Project Participant;
- (d) any structure or entity put in place by any Project Participant in connection with Production; and
- (e) any capital invested by any Project Participant in Cameroon.

Nothing in this Section shall prohibit Government from taking title to movable or immovable assets of Investor upon termination of this Convention as provided in Sections 18.6 and 18.8. Any violation by Government of the terms of this Section shall entitle Investor, in addition to any other remedy provided by Law, international law or by this Convention, to prompt payment equivalent to the fair market value of the investment, asset or property nationalized or expropriated immediately before the nationalization or expropriation (or the measures tantamount to nationalization or expropriation) became known in such a way as to affect the value of such investment, asset or property. Such fair market value shall at the request of Investor be expressed in Dollars. Interest shall accrue at the rate provided for in Section 19.5 of this Convention as and from the date of nationalization or expropriation (or of the measures equivalent to nationalization or expropriation).

Section 23.9 Investment Treaty. To the extent not inconsistent with this Convention, Government affirms that each Project Participant, and each of its respective employees, officers and directors, shall enjoy the full benefits of and general guarantees set forth in the Treaty between the United States of America and the Republic of Cameroon concerning the Reciprocal Encouragement and Protection of Investment, signed at Washington D.C. on February 26, 1986.

Section 23.10 Remedies. Subject to the terms of Section 19.5 hereof, each Party shall have the remedies permitted by applicable Law for a breach of this Convention by the other Party, as well as the remedies specified in Article 19 hereof.

Section 23.11 Offset Rights. Each Party's obligations under this Convention shall be subject to, and each Party shall have the benefits of, all rights of offset, recoupment and other similar rights. Accordingly, if a Party is required to make additional payments, then the other Party shall be entitled to offset the amount of such additional payments against any obligation it may have to make any payments to such Party, including payments of Taxes and Duties.

Section 23.12 Use of Non-Governmental Organizations. Government acknowledges and agrees that Investor may use or procure the assistance of non-governmental organizations to fulfill its obligations under this Convention.

Section 23.13 Free Zone Regime. Investor shall enjoy all of the benefits afforded to investors operating under the Free Zone Regime to the extent that such benefits are not otherwise specifically addressed or granted to Investor in this Convention.

ARTICLE 24 ENTIRE AGREEMENT; AMENDMENT; WAIVER

Section 24.1 Entire Agreement. This Convention constitutes the entire agreement between the Parties with respect to its-subject matter.

Section 24.2 Amendment. Any purported amendment to this Convention shall be null, void and of no force or effect unless in writing signed by the Parties, other than with respect to any revision of its appendices in accordance with the terms of this Convention. This Convention is binding upon the Parties and their respective successors and assigns. No Party may unilaterally alter the rights granted under this Convention or rescind, terminate, declare invalid or unenforceable, or otherwise seek to avoid or limit this Convention.

Section 24.3 No Waiver. Unless otherwise agreed in writing by the Parties, no failure by a Party to exercise, nor any delay by a Party in exercising, any right, nor any forbearance shown by a Party, shall operate as a waiver of any right nor preclude the further or future exercise of any right.

ARTICLE 25 SURVIVAL AND SEVERABILITY PROVISIONS

Section 25.1 Severability. Should any section of this Convention, or any provision or term of any section, be found, pursuant to Article 19, to be void, invalid or unenforceable, in whole or in part, then the remaining sections, and those unaffected provisions or terms of any other sections which contain some void, invalid or unenforceable provisions or terms, shall nevertheless remain valid and subsisting and shall be construed as if this Convention had been executed without such void, invalid or unenforceable sections, provisions or terms. Any otherwise void, invalid or unenforceable section, term or provision of this Convention shall be so construed, or reformed, as to alter, amend or change any such term, provision or condition to the extent necessary to render it valid, lawful and enforceable, while also giving maximum effect to the Parties' originally intended purpose or result, short of creating any void, invalid or unenforceable provision, term or condition.

Section 25.2 Survival. Notwithstanding termination of this Convention by either Party for any reason, including a termination due to a finding that this Convention or a portion thereof is void, invalid, or unenforceable, this Convention shall survive such termination and shall remain effective as to any matters which are the subject of this Convention or which arise out of, in relation to or in connection with this Convention. Moreover, any such termination shall be without prejudice to rights and obligations that have accrued prior to termination and,


notwithstanding such termination, such provisions of this Convention as are reasonably necessary for the full enjoyment and enforcement of such rights and obligations shall survive such termination for the period necessary.

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IN WITNESS WHEREOF, the undersigned Parties, duly mandated, have caused this Convention to be duly executed as of this 17 day of SEPT, 2009

IN THE PRESENCE OF:

/s/

FOR THE GOVERNMENT OF THE
REPUBLIC OF CAMEROON:

LE MINISTRE DE L'ECONOMIE, DU DEVELOPPEMENT REGIONAL ET DE LA PLANIFICATION
REPUBLIC OF CAMEROON

FOR SG SUSTAINABLE OILS
CAMEROON PLC.:

/s/

