

For Tandu - (illegible)
KIVUULA JEAN (Signature)
NDONGALA KANAVANGAU (Signature)
22/12/2012

For Mawete
MABIZ NSIMBA TUH
(Signature)

DRAFT AGREEMENT BETWEEN NYUMBA YA AKIBA S.A.R.L. AND THE LOCAL COMMUNITY BENEFICIARIES WITH CUSTOMARY RIGHT

BETWEEN

The company NYUMBA YA AKIBA S.A.R.L., limited liability company of by Congolese law, registered with the New Registry under number 55949 / Kinshasa, identified nationally under n° 01-09-N41523H, having its registered office on Avenue Ngongo – Lutete, town of Kinshasa, Democratic Republic of Congo, District of Gombe, represented by Mr PATRICK VANDEWALLE, its General Director.

Hereafter referred to as “NYUMBA YA AKIBA S.A.R.L.” on the one hand,

AND *For Kinsua*
MAKIADI NSINDANI ZYK
(Signature) 22/12/2012

For Nkondo Nkombia
ADOLPHE LUBIXILI
(Signature) 22/12/2012

The Community of beneficiaries from the villages surrounding the NYUMBA YA AKIBA site in SONGOLOLO here-after; KINSUA; MAWETE; NKONDO-KIOMBA; NKONDA; TANDU and NIONGA; all residing in the SONGOLOLO territory, Lower-Congo Province, Democratic Republic of Congo, represented by the representatives whose names are mentioned in the list in annexure.

Hereafter referred to as “THE BENEFICIARIES”, on the other hand,

Shall be hereafter collectively named “the parties” and individually “the party”.

PREAMBLE

For Niongo
MPAKA NENDIMBA FRANCOIS
(Signature) 22/12/2012

CONSIDERING THAT

- The company NYUMBA YA AKIBA S.A.R.L. wishes to build a modern cement factory with a production capacity of 1,200,000 tons of cement per year, on the customary lands of the aforementioned villages, in the Songololo Territory, Lower-Congo Province;
- For Nkonda*
NDONGALA BONIFACE
(Signature) 22/12/2012

Chief of Sector
(Signature)

- NYUMBA YA AKIBA S.A.R.L. is driven, on the one hand, by the will to participate to the local communities' development and the improvement of the living conditions of the populations from the different villages where the cement factory shall be established;
- Following the minutes of the meeting held in MAWETE on July 31st, 2012 and in presence of the Chef of sector of LUIMA, the representatives of the villages in which the concession of the NYUMBA YA AKIBA company is located suggested to the latter a series of community interest projects to be carried out;
- Considering the need for the parties to define a legal framework in order to govern their relations pertaining to the present project ;

FROM WHAT IS MENTIONNED HEREBOWE, IT HAS BEEN AGREED AND DECIDED AS FOLLOWS

Article 1: Object

By the present accord, the parties mean to define their expectations and commitments on the one hand, with the operating of a modern cement factory by the company NYUMBA YA AKIBA on the customary lands of the aforementioned villages, and on the other hand, the development of the local community.

Article 2: Duration of the Memorandum of understanding and application

The present agreement shall be concluded for an undetermined duration which shall start running as from the date of its signature.

Article 3: Commitments of the parties

In order to favour the development of the local community by the construction of social infrastructures within the project area, the two parties shall agree to the following commitments:

A. Commitments by NYUMBA YA AKIBA SARL

NYUMBA YA AKIBA SARL commits to:

- Build a modern school in one of the aforementioned villages housing its concession, and to rehabilitate the school located in the NKONDA village.
- Build a modern clinic in the concession and a market in one of the villages that shall be defined in the near future. In the aforementioned clinic, only the consultations shall be free of charge. All the other fees shall be borne by the patients.
- Build a bridge made of lasting materials over the Sansikwa river and the roads according to the company's development plan and the company's needs. The aforementioned roads may be used by the local communities provided that some measures be taken for security reasons.
- Recruit some of its employees within the local community depending on the employment availability and their qualifications.
- Develop water supply sources in order to permit local villagers to have regularly access to water.
- Supply to local communities 200 plastic chairs and 200 metal sheets per village.
- Every end of year, supply to local communities a number of goods in kind, of which the content shall be decided at the discretion of the NYUMBA YA AKIBA company's hierarchy. However, this allocation shall only be granted during the first two year of the factory's construction.
- Sell to local communities the cement at factory price following a quota that shall be determined by the hierarchy of the company NYUMBA YA AKIBA.

B. Commitments by the benefiting local community

The Community commits to:

- Accept the relocation, for the company's exploitation needs, of some villages, namely YUKU, in return for compensation by new constructions in the surrounding villages.
- Accept the relocation of the farming activities in return for compensation, after assessment by an agricultural expert named by local authorities.
- Support the project, and not carry out any act likely to bloc or sabotage the fulfilment of the project.

C. Joint commitments

Both parties commit to:

- Closely collaborate for the good and complete fulfilment of the present agreement, and jointly try to find the necessary possibilities and means to warranty the good functioning of the project. To that effect, the parties shall agree to put in place a permanent consulting framework for the application of the present agreement.

Article 4: Timing to carry out the projects

All the above-mentioned community interest projects shall be carried out as from the first year of production of cement and shall be spread out in time. However, some projects for which the costs to carry them out are not too high may be carried out during the construction period. It shall be up to the hierarchy of the company NYUMBA YA AKIBA SARL to choose the projects that shall be carried out during that period.

Article 5: Termination

The present agreement shall be terminated should one of the parties not carry out its contractual commitments. A one month prior notice shall be sent to the failing party.

Article 6: Domiciliation

Any notification or communication pertaining to the present memorandum of understanding shall be considered as duly transmitted if it is validly made in writing and handed out personally to one or the other party, or transmitted by special letter to the addresses mentioned here-after or any other address that each party shall take care to notify to the other.

For NYUMBA YA AKIBA SARL

Avenue Ngongo Lutete n°1
Commune de la Gombe / Kinshasa
Tel.: 00243 81 769 84 91
E-mail: annie@grouperawji.com

For the benefiting local communities

Offices of the Chief of sector of LUIMA in SONGOLOLO

Article 8: Litigation settlement

The conflicts which may arise from the application of the present agreement shall be settled out of court by the parties or the local administrative authorities should the litigation continue.

Done at SONGOLOLO, on .../.../2012 in two original copies, each party acknowledges having received its copy.

FOR NYUMBA YA AKIBA SARL

FOR THE LOCAL COMMUNITY