

EXHIBIT 3 TO THE BASIC AGREEMENT

*Translation from the French for information purpose only*

REPUBLIC OF GUINEA  
Work -- Justice -- Solidarity  
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MINISTRY OF MINES AND GEOLOGY  
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**INFRASTRUCTURE AGREEMENT**

BETWEEN

THE REPUBLIC OF GUINEA

AND

AGENCE NATIONALE D'AMENAGEMENT DES  
INFRASTRUCTURES MINIERES (ANAIM)

AND

GUINEA ALUMINA CORPORATION SA (GAC SA)

AND

GUINEA ALUMINA CORPORATION LTD (GAC Ltd)

Conakry, \_\_\_\_\_ 2010

## INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement and its Annexes is entered into in Conakry, Republic of Guinea,

Between:

1. The **Republic of Guinea**, represented by **his Excellency Mahmoud Thiam**, Minister of Mines and Geology (hereinafter referred to as the "**State**"),

On the first part,

2. **L'AGENCE NATIONALE D'AMENAGEMENT DES INFRASTRUCTURES MINIERES**, represented by **Mr. Saada Baïla Ly**, General Manager SNIM (hereinafter referred to as "**ANAIM**"),

On the second part,

3. **GUINEA ALUMINA CORPORATION SA**, a *société anonyme* with a Board of Directors, registered under the laws of the Republic of Guinea, with a share capital of 50,000,000 Guinean francs, which registered office is at Immeuble Mamou, BP 5090, in Conakry, represented by **Mr. Monsieur Eddy Kenter**, CEO, duly authorised for this purpose, acting pursuant to article 4 of the Basic Agreement (as hereinafter defined),

On the third part,

4. **GUINEA ALUMINA CORPORATION LTD**, a private company, registered under the laws of the British Virgin Islands, which registered office is at P.O. Box 3152, Road Town, Tortola, British Virgin Islands, represented by **Mr. Monsieur Eddy Kenter**, CEO, duly authorised for this purpose, acting pursuant to article 4 of the Basic Agreement.

On the fourth part,

**GUINEA ALUMINA CORPORATION SA** and **GUINEA ALUMINA CORPORATION LTD** are hereinafter together referred to as "**GAC SA**" for the purpose of this Agreement.

(Hereinafter referred to collectively as the "**Parties**" or individually a "**Party**" hereto)

## RECITALS

### Whereas:

- The State has granted to GAC SA the right to develop the project which includes constructing and operating an alumina Plant as well as port, railway, road and other essential infrastructures for the project in the Sangaredi region and an industrial zone at Kamsar (the “**Project**”) pursuant to a Basic Agreement signed on October 15, 2004 amended by Amendment n°1 signed on May 16, 2005, the Basic Agreement and its Amendment n°1 having been ratified by the National Assembly of Guinea on May 19, 2005 (the “**Basic Agreement**”);
- The State, through ANAIM, has port, railway and other infrastructures in the area of Kamsar under concession pursuant to the Concession Agreement (as hereinafter defined), which are all necessary for the implementation of the Project and for which, pursuant to the Basic Agreement, the State has guaranteed to GAC SA a right of access and use for the entire duration of the Basic Agreement; furthermore, pursuant to the Basic Agreement, the State has guaranteed to GAC SA a right of access and use of the Channel;
- GAC SA and the State confirm that the Project Activities are strictly dependent upon the possibility for the Investor to have access to and use such infrastructures throughout the duration of the Project;
- GAC SA has decided to implement, in accordance with the Basic Agreement and this Infrastructure Agreement, the Additional Infrastructures and Installations (as hereinafter defined) which will take into account the technical elements of the original design of the Existing Infrastructures (as hereinafter defined);
- The Parties have agreed that should it be required in order to achieve the Project to build additional infrastructure, the State will grant to the Investor all the necessary rights, guaranties and land and sign all necessary agreements to that effect;
- In that context, the Investor has indicated that it wishes to build and equip a container terminal in the form of a New Commercial Dock (as hereinafter defined) capable of receiving ships and heavy and large scale equipment for the purpose of the Project Activities.
- Pursuant to the Basic Agreement, in particular its article 11, the Parties have met to specify the practical and logistical conditions for to the construction, use and access thus granted by the State to GAC SA and the applicable terms for the financing, the implementation and the use of the infrastructures constructed in accordance with the terms of the Basic Agreement, it being specified that this Infrastructure Agreement completed in accordance with the terms and conditions herein by the Operations Agreement (as hereinafter defined) shall form together all of the contractual provisions defined as the “**Infrastructure Agreement**” in the Basic Agreement.

NOW, THEREFORE,  
THE PARTIES HAVE AGREED AS FOLLOWS:

TITLE I  
DEFINITIONS

For the purpose of this Infrastructure Agreement, the capitalised terms used in this Infrastructure Agreement shall have the meaning given to them thereafter; in the event of a contradiction between the definitions contained in this Agreement and those contained in the Basic Agreement, the latter shall prevail:

**"Concession Agreement"** means the agreement dated 13 June 1996 by which the State and ANAIM granted to Compagnie des Bauxites de Guinée the Existing Infrastructures.

**"Port Agreement"** means the agreement between the State and GAC SA describing the rights granted to GAC SA to certain port installations at the port of Kamsar, the alumina carrier dock, the commercial dock and the storage area that is to be constructed by GAC SA and/or its Affiliates.

**"Project Activities"** has the meaning given in the Basic Agreement.

**"Affiliate"** means any entity which, directly or indirectly, controls or is controlled by GAC SA, or which is under joint control, directly or indirectly, with GAC SA. For the purpose of this definition, the term "control" (together with the terms "controlled by" or "under joint control with") shall mean the direct or indirect possession of the power to take or cause to take the decisions of management of such entity.

**"ANAIM"** means *Agence Nationale d'Aménagement des Infrastructures Minières de Guinée*, which in the past has acted and continues to act on behalf of the State, or any other structure of the State which may act on behalf of the State and in its name for the purpose of this Agreement, as it is the case for ANAIM, it being specified that the State shall cause (*porte-fort*) the obligations undertaken by ANAIM pursuant to this Infrastructure Agreement.

**"Annexes"** means the annexes to this Infrastructure Agreement of which they are an integral part.

**"Anomalies"** means any defect preventing or likely to prevent a normal use of the Existing Infrastructures or the Additional Infrastructures and Installations or making their use dangerous for property or for persons.

**"Authorisation"** has the meaning given in the Basic Agreement.

**"Lenders"** means the financial institutions which will finance the construction of the Additional Infrastructures and Installations.

**"Successor Beneficiary"** means any company which might become, on any basis whatsoever, in whole or in part, the successor to the Concessionaire for the purposes of the infrastructures, rights and obligations of the Concession Agreement, and the appointment of which must be approved by GAC SA, in particular in order to ensure it meets the technical competence and human and financial resources required to perform its obligations.

**"Schedule of Specifications"** means the "Schedule of Specifications" annexed to the Concession Agreement.

**"CBG"** means the Compagnie des Bauxites de Guinée, which carries out the bauxite mining operations in Sangaredi and surrounding zones and which is using the Existing Infrastructure.

**"Port Charges"** means the sums due by every ship entering the port of Kamsar for services, costs, royalties, rights and other charges relating to services provided in the port as specified hereinafter. Port Charges correspond and will correspond for the duration of this Agreement, to the rights usually charged in ports of the same type as Kamsar for services of equivalent quality and safety and for products of the same nature. In any event, their amount shall be equivalent to the amounts paid by the other ships, entering the port of Kamsar and in particular those paid by CBG or its customers in Kamsar.

Port Charges are enumerated in Annex 3 G.

**"Channel"** means the access channel from the Atlantic Ocean to the port of Kamsar with an approximate total length of 17 km and a width of 120 meters, which could extended up to 200 meters, on the Rio-Nunez.

**"Technical Committee"** means the committee whose composition, mission and operation are defined in article 2 of the Operations Agreement and referred to in Annex 3 F.

**"New Commercial Dock Account"** has the meaning given in Article 6.3(a).

**"Escrow Account"** means the bank account where the Channel maintenance royalty, which is included in the Port Charges, along with a part of the Port Royalty as per article 7.3(b) of the Operations Agreement shall be paid; which shall be opened by the Parties in order to ensure the maintenance of the Channel for the duration of this Operations Agreement, and the operation of which account shall require the approval of all the Parties under a procedure to be defined by the Parties for that purpose.

**"Special Account"** mans the bank account referred to in Article 18 which should be created and managed in accordance with Article 18.

**"Concessionaire"** means the *Compagnie des Bauxites de Guinée* (CBG), acting on the date of this Infrastructure Agreement as the beneficiary of the concession on the Existing Infrastructures under the terms of the Concession Agreement, as well as any Successor Beneficiary to the concession in relation to the Existing Infrastructures and the Additional Infrastructures and Installations.

**"Operations Agreement"** means the operations agreement concluded between the State/ANAIM, GAC Ltd, GAC SA and the Concessionaire.

**"Basic Agreement"** shall have the meaning which is given to it in the recitals of this Infrastructure Agreement.

**"Date of Commercial Production Start-up"** has the meaning given in the Basic Agreement.

**"Effective Date"** means the effective date of the Operations Agreement.

**"New Commercial Dock Zone"** means the zone made available to GAC SA by the State to build the New Commercial Dock as well as its possible expansions, the coordinates of which are detailed in Annex 3 D.

**"Expansions"** has the meaning given in the Basic Agreement.

**"Common Infrastructures"** means the Existing Infrastructures and those of the Additional Infrastructures and Installations used by GAC SA and CBG, whose management and operation are granted to the Concessionaire pursuant to the Operations Agreement, it being specified that the Domestic Infrastructures are not Common Infrastructures.

**"Domestic Infrastructures"** means the railway sectors in the zones of the Sangarédi plant and in the Kamsar industrial zone, the connection of the Main Railway Line to the Kamsar industrial zone, as described in Annex 3 A of this Agreement.

**"Existing Infrastructures"** means the infrastructures defined in Article 2 of this Agreement.

**"Additional Infrastructures and Installations"** means the additional developments and constructions to be built as set out in Article 5, it being specified that (with the exception of the spur in the Main Railway Line which regime is defined in article 11.3(ii) of the Basic Agreement) the Additional Infrastructures and Installations are improvements to the Existing Infrastructures and are not additional infrastructures in the sense of article 11 of the Basic Agreement.

**"Main Railway Line"** means the railway line to be used in common, as described in Title III.

**"New Commercial Dock"** means the dock to be built close to the French Dock, referred to in Article 6.

**"Project"** has the meaning given in the Recitals of this Infrastructure Agreement.

**"Construction Phase"** means the period beginning on the Effective Date and ending on the last day of the twelfth calendar month following the Date of Commercial Production Start-up.

**"French Dock"** means the dock for the unloading of goods (general freight) of a length of 120 meters with a tract of asphalt of about 100 meters by 50 meters and with a crane (Derrick) of a nominal capacity of about 100 tonnes at 15 metres.

**"Italian Dock"** means the landing dock located near the French Dock.

**"Port Royalty"** means the wharfage fees (also called "Quai Maxima") due by the ships. They correspond, and throughout the duration of this Agreement they will correspond, to the rights usually charged in ports of the same type as Kamsar and, in any event, they shall be of an equivalent amount with respect to the Quai Maxima for each type of products and services as those paid by other ships docking at the Port of Kamsar and in particular those paid by the ships chartered by CBG or its customers.

**"Rules of the Art"** means all the norms of quality, longevity and safety usually accepted and applied by professionals for the requirements of the construction, use, operation and/or management of infrastructures of the same type and same purpose as those referred to in this Infrastructure Agreement.

**"Debt Service"** means the reimbursements, payments and financial amortizations to be made by GAC Ltd and/or GAC SA and/or the State in relation with all the sums at their disposal, whether as their shareholders and/or Affiliates' equity, or as financings from the Lenders for the purposes of the completion of the works and infrastructures hereto, including the interests, charges, commissions in relation with these financings and the remuneration of the capital.

**"Rail Signaling and Communication"** means the fixed signaling with traffic lights at the entrance or inside a zone and/or of a district and the various radio-communications (and radar) which indicate the running order for trains, locomotives and vehicles, and regulate the running order of the itinerary to be followed.

**"Maritime Signaling and Communication"** means the signaling and communication systems (system of illuminated buoys, beacons, VHF stations / radio screens) at entry / exit and along the Channel which indicate the access to the various docks of the port of Kamsar.

**"Direct Sub-Contractors"** has the meaning given to it in the Basic Agreement, as specified in the Accounting & Tax Exhibit (as this term is defined in the Basic Agreement).

**"Users"** means any major user (including CBG and GAC SA) of the Existing Infrastructures and the Additional Infrastructures and Installations.

**"Lay-down Zone"** means the land which the State and ANAIM put at the GAC SA's disposal for its exclusive use during the Construction Phase and in case of Expansion and which coordinates are defined in Annex 3 D.

## TITLE II GENERAL PROVISIONS

### ARTICLE 1: PURPOSE OF AGREEMENT

The purpose of this Infrastructure Agreement is to specify (i) the conditions and methods of design, financing, construction and management of expansions and improvements of the Existing Infrastructures for their use in common by CBG and GAC SA; (ii) the rights granted to GAC SA by the State concerning the Existing Infrastructures, the Additional Infrastructures and Installations, including the Channel, in accordance with the provisions of the Basic Agreement; (iii) the concession granted by the State to GAC SA of the right to design, develop, build, finance, operate and maintain the New Commercial Dock and to carry out its activities on the New Commercial Dock in accordance with the provisions set out in this Infrastructure Agreement, and (iv) the obligations of GAC SA in this respect.

## TITLE III INFRASTRUCTURES

### ARTICLE 2: EXISTING INFRASTRUCTURES

The Existing Infrastructures include:

- (i) The Railway Line
  - the Main Railway Line, as described with all its installations in Annex 3 B hereafter,
  - the passing tracks,
  - the crossing constructions,
  - the stations, the level crossings,
  - the signaling and communication,
  - the rail installations,
- (ii) The Channel;
- (iii) The French Dock;
- (iv) The Italian Dock.

The technical aspects of the Existing Infrastructures are provided in Annex 3 B.

### ARTICLE 3: STATE OF THE EXISTING INFRASTRUCTURES

3.1 Within a maximum of ninety (90) days following the Effective Date of this Agreement, ANAIM shall transmit to GAC SA a complete and detailed technical report providing the state of operation and maintenance of the Existing Infrastructures prepared by an independent expert jointly chosen by ANAIM and the Concessionaire, the costs of the expertise being borne by ANAIM.

3.2 If this report shows that the Existing Infrastructures have Anomalies, the State, through ANAIM, undertakes to have these Anomalies repaired by the Concessionaire or by any third Parties of its choice having the experience and competence required for this purpose in application of all the applicable provisions of the Concession Agreement and of all the measures authorised by the law.

These repairs will be carried out within a reasonable timeframe and in any event within six months prior to the date of the beginning of the alumina production; GAC SA shall inform the Concessionaire and ANAIM of this commencement date.

When the repairs have been completed as described above, ANAIM shall transmit to GAC SA a new report certifying that the observed Anomalies have been corrected satisfactorily and that the Existing Infrastructures are in compliance with the Rules of the Art and can be operated without Anomalies.

3.3 GAC SA may, at its own expense, have these reports examined by any expert of its choice.



3.4 If, for any reason whatsoever, ANAIM were not able to undertake or cause to be undertaken certain repair works referred in Article 3.2, GAC SA shall have the right to undertake such work and if GAC SA decides to undertake such work in accordance with the Rules of the Art, GAC SA shall act with the full cooperation, collaboration and agreement of ANAIM and the State. GAC SA shall act in such event as an agent and at the expense of ANAIM so that GAC SA's liability shall not be engaged, this being without prejudice to any action which the ANAIM and/or the State could bring against the Concessionaire in this respect. ANAIM shall fully participate to the works and, in particular, to the reception of the works.

The costs supported by GAC SA on this occasion shall be repaid by ANAIM and the State to GAC SA in accordance with the provisions of Article 19 hereof.

The possible intervention by GAC SA in accordance with the present Article 3.4 shall not be interpreted as reducing or settling the consequences resulting from the breach by the Concessionaire of its obligations in terms of maintenance, repair and/or fixing of Anomalies or the rights of ANAIM resulting from such breach.

3.5 The State and ANAIM guarantee to GAC SA that the latter shall not be subject to claims by any person or entity whatsoever, on whatever basis, due to the state of Existing Infrastructures or maintenance, repair and fixing work performed as a result of the technical report or for any other matter existing or resulting from causes occurring prior to the date of use by GAC SA of the Existing Infrastructures for the purposes of the Project.

## ARTICLE 4: MAIN RAILWAY LINE

### 4.1 The Main Railway Line has the following characteristics:

- Normal track	1435 mm
- UIC-60 and 136 RE rail 60.30kg/m (Marshalling Yards at Kamsar and Sangarédi) and 67.39kg/m (Mail Railway Line)	
- Metal sleepers	1700/Km
- Doleritic ballast	35 cm
- Type K fastener (adjusting clips)	C65 and C75
- Maximum axle load	27.5T/axle
- Basic declivity:	
- In the direction of loaded trains	5°/°°
- In the direction of empty trains	15°/°°
- Minimum radius	500 m
- Vertical curve radius	10,000 m
- Length of main track	136.7 Km
- Number of passing tracks	4
- Kolaboui	150 m
- Boké	1700 m

- Tanènè	1700 m
- Gobiré	1700 m
- Number of Marshalling Yards	(3)
- Elevation tolerance (+) (-) 3mm in curve or in alignment	
- Speed of mineral trains	60 Km/h
- Speed of passenger trains	70 Km/h

Slopes and ramps are limited to 5°/°° in the direction from the Mine to the Port and 20°/°° and in the direction from the Port to the Mine. They are not compensated.

- Compensation	0.04% (1.745.38)/R
- Banking	maximum banking 86mm
- Rails (main track)	136RE
- UIC type sleepers	77kgs
- Junctions	Tg 0.11

ANAIM shall take all necessary measures vis-à-vis GAC SA to ensure that the track parameters correspond to the construction characteristics, both according to plan and profile, and comply with the maximum load of 27.5 tonnes per axle or the maximum load recorded upon reception of the rehabilitation work.

The new rails installed must be checked using ultrasound or any other method in accordance with the Rules of the Art and approved by ANAIM, for recording of the data on the entire length at a frequency accepted as Rules of the Art and more frequently if the conditions of use so justify and upon recommendation of the Technical Committee.

Every improvement or expansion of the Main Railway Line must have technical characteristics conforming with the Existing Infrastructures as defined in the Schedule of Specifications and as indicated above:

#### 4.2 Use:

In the event that ANAIM wishes to increase the use of the Common Infrastructures for the activities of other companies, in particular mining companies, wishing to establish themselves in the region of Boké, GAC SA, as user, shall accept at the request of ANAIM to define the technical conditions for such increase and use of these installations, provided that the works relating to the increase and the use by third parties do not affect the normal functioning of GAC SA or the conditions of use of these infrastructures by each of these companies. A similar provision is applying to the Concessionaire under the Operations Agreement.

Without prejudice to the provisions of Articles 21 and 25 of this Infrastructure Agreement, It is understood that as regards to the Existing Infrastructures and the Additional Infrastructures and Installations used in common, the following priority will apply:

- first, to CBG in accordance with article 8 of the Concession Agreement, and also to its bauxite activities in relation to a CBG Refinery (as defined hereunder);

- second, to GAC SA within the scope of the transportation of its intrants and of the export of its alumina production for the entire duration of the Project.

For the purpose of the rules above, “**CBG Refinery**” means any alumina refinery owned by, and under complete control of, CBG.

Moreover:

- If, as a result of the extensions of CBG’s activities, including without limitation the construction of a CBG Refinery, CBG’s capacity needs would increase beyond (i) the Attributed Capacity as of the Effective Date, which is, for the purpose of this Infrastructure Agreement, as set forth in section 2 of Annex 3 I and (ii) after the investment of GAC SA as contemplated in section 3 of Annex 3 I, the capacity allocated to it pursuant to such section 3, CBG shall have the obligation to create the additional capacity required by such extensions and to bear the costs of the infrastructure built to that effect.
- GAC SA shall have the obligation to create any additional capacity above the Attributed Capacity as of the Effective Date required as a result of GAC SA’s activities’, including without limitation the Project and any extensions thereof, and to bear the costs of the infrastructure built to that effect. In this respect, after the investment of GAC SA as contemplated in section 3 of Annex 3 I, GAC SA’s allocated capacity is as set forth in such section 3.
- Notwithstanding the above, if, as a result of CBG’s activities, CBG’s capacity needs would decrease below the Attributed Capacity as of the Effective Date as set out above, CBG shall have the right to make available its remaining capacity to a third party User, in agreement with ANAIM, in which case, such third party User shall not benefit from CBG’s first priority.
- These provisions do not affect those specifically provided for the New Commercial Dock.
- The rules regarding day-to-day use of the Existing Infrastructure and Additional Infrastructures and Installations are defined in Articles 8 and 10 of this Agreement.
- In the event that capacity on the Existing Infrastructure and Additional Infrastructures and Installations used in common has to be rationed due to the necessity to undertake maintenance, effect repairs, or respond to some other system constraint that may occur from time to time, such rationing for each User shall be made pro-rata based upon the programme agreed upon pursuant to the provisions of Articles 8.3 and 10.2.

**4.3** It is agreed that the capacity that may be made available to third parties contemplated in paragraph 4.2 above shall not limit the capacity already made available to GAC SA or to CBG or to another user. It is agreed that all costs generated by the work for the creation of additional capacity to accommodate the needs of such third parties and by the use by these third parties shall be paid by such third parties or by the State.

**4.4** Taking into account the demographic pressure in the industrial zone of Kamsar, any connection to the Main Railway Line which would cause the railway line to be doubled in the town zones must be protected by any appropriate means for the safety of the population.

4.5 All stations and crossing points shall also be protected by enclosures.

4.6 GAC SA's rolling stock that will be used on the Main Railway Line shall have technical characteristics that are compatible with those of the rolling stock currently used by CBG and shall be compliant with technical specifications of the Main Railway Line.

4.7 In addition, if GAC SA desires to operate its rolling stock or entrust the operation of its rolling stock to a Direct Sub-Contractor other than CBG, a special agreement shall be established between the Concessionaire, GAC SA and/or such Direct Sub-Contractor, as the case may be, which the State guarantees.

In such event, GAC SA or its Direct Sub-Contractor's train drivers shall be trained and certified by the Concessionaire in accordance with the standards developed by the Concessionaire in compliance with the railway operating rules and shall comply with the operating instructions provided by the Concessionaire.

The Concessionaire may, in conjunction with GAC SA, inspect the rolling stock and/or audit its maintenance to determine compliance with the Rules of the Art and to attempt to prevent damage to the Main Railway Line. Such inspection/audits will not unreasonably disrupt the operations of GAC SA, which ANAIM guarantees. All inspection and audit reports will be shared between the Parties.

## **ARTICLE 5: ADDITIONAL INFRASTRUCTURES AND INSTALLATIONS**

5.1 The Additional Infrastructures and Installations include:

- the developments and constructions on the Main Railway Line, at the junction point PK 104+900,
- The connecting spur of the Main Railway Line starting at the junction point and leading to the plant of Sangarédi, of a length of approximately 15 kilometres (which do not constitute a Common Infrastructure),
- the passing tracks,
- the crossing constructions,
- the level crossings,
- the Rail Signaling and Communication,
- the Maritime Signaling and Communication
- the public security works,
- the Channel improvements,
- the New Commercial Dock.

The technical aspects of Additional Infrastructures and Installations are provided in Annex 3 C.

5.2 The plans for development and construction as well as the costs and the time frame to construct the Additional Infrastructures and Installations (taking into account the freight of CBG) must be communicated by GAC SA to ANAIM to be transmitted to the Concessionaire on the Effective Date. The State undertakes that the Concessionaire shall submit a technical report to the Technical Committee within three (3) months. The Technical Committee will review it for the purpose of adopting it

within one (1) month. After adoption, these plans for the construction of the Additional Infrastructures and Installations shall constitute the final Annex 3 C, which shall be an integral part of this Agreement.

5.3 GAC SA and/or GAC Ltd or, as the case may be, the State, shall finance the Additional Infrastructures and Installations (with the exception of the Maritime Signaling and Communication whose financing is provided for in Article 11). GAC SA shall build or have built the Additional Infrastructures and Installations.

## **ARTICLE 6: NEW COMMERCIAL DOCK**

### **6.1 Construction of the New Commercial Dock:**

a) The State has granted to GAC SA the right to develop (in one or more phases), to design, to build, to finance and to operate the New Commercial Dock in the Port of Kamsar zone and to carry out its port activities on this New Commercial Dock under the terms and conditions specified in this Infrastructure Agreement.

b) To the extent required, the Direct Sub-Contractors of GAC SA will benefit with respect to the New Commercial Dock from the same rights as those granted to GAC SA under the Basic Agreement and this Agreement.

c) The State shall be the owner of the New Commercial Dock and of the fixed equipments, subject to the rights granted to GAC SA under this Infrastructure Agreement.

d) The Parties confirm that GAC SA benefits from an exclusive right of access to and use of the Lay-down Zone during the Construction Phase and every Expansion. GAC SA will have access to the French Dock, provided this use will respect the use of this dock by CBG and according to the conditions specified in Article 12 below.

e) The technical specifications of the New Commercial Dock and of the construction programme are set out in Annex 3 D.

f) GAC SA will provide ANAIM with the development and construction plans as well as the costs and schedules of construction the New Commercial Dock, as from the Effective Date, in their versions available on this date.

### **6.2 Conditions of Use:**

#### **a) Construction Phase:**

During the Construction Phase, rights granted to GAC SA are of an exclusive nature and include the right to access and use without restriction the New Commercial Dock Zone and its equipments and the Lay-down Zone for the needs of the Project.

#### **b) Operation Phase:**

The Parties have agreed that at the expiration of the Construction Phase, the rights from which GAC SA then benefits with respect to the New Commercial Dock will become non-exclusive, but that GAC SA will benefit from a priority right of access and use, provided however that in case of Expansion(s), as defined under the Basic Agreement, this priority right will automatically become for each Expansion

an exclusive right between the date of the commencement of works of such Expansion until the date of final acceptance of the aforementioned Expansion.

Accordingly, GAC SA will conform to the rules and procedures in force in the Port of Kamsar regarding the use of the New Commercial Dock.

It is understood that the State shall ensure that the Concessionaire will take into account the ships chartered by GAC SA, its Direct Sub-Contractors and its customers in its operating programme for the New Commercial Dock and the Port Charges and Port Royalties shall be identical to those applied to all other ships docking at the New Commercial Dock.

GAC SA shall inform the State and ANAIM of any definitive decision to proceed with an Expansion sufficiently in advance (at least twelve months before the beginning of the works) so that the State does not take any commitments vis-à-vis third parties in respect of the New Commercial Dock which would risk to affect the exclusivity guaranteed by the State.

GAC SA and the ANAIM will define in common agreement the modalities of use and maintenance for the period during which the rights of use by GAC SA are not exclusive, respecting the priority access and use mentioned above.

### **6.3. Port Royalty:**

a) The State warrants to GAC SA that it will take all measures so that any Port Royalty paid by the users of the New Commercial Dock is directly paid into an account specially opened by GAC SA, and the State shall bear all costs, charges and interest due in the event of delays or non-remittance of the required sums (the “**New Commercial Dock Account**”), until the full repayment of the Debt Service of GAC SA and/or GAC Ltd.

The opening and the terms for the operation of this New Commercial Dock Account will be defined in an agreement between ANAIM and GAC SA.

b) GAC SA will be responsible for the allocation of the Port Royalty paid to the New Commercial Dock Account to ensure the full repayment of the financing subscribed for the construction of the New Commercial Dock as follows:

- 70% Debt Service of GAC SA and/or GAC Ltd related to the New Commercial Dock;
- 20% State;
- 10% Escrow Account.

These percentages could be adjusted by the State and GAC SA to take into account the variations of the Port Royalty.

These percentages shall, if necessary, be adjusted by mutual agreement between the State and GAC SA to take into account the maintenance requirements of the New Commercial Dock.

c) After full payment of the Debt Service of GAC SA or/and GAC Ltd and subject to the provisions of paragraph (d) below, the New Commercial Dock Account will be closed and Port Royalty will be allocated as follows:

- State 70%;
- Escrow Account 30%.

GAC SA shall provide the State with proof of the investments made for the construction.

These percentages shall, if necessary, be adjusted by mutual agreement between the State and GAC SA to take into account the maintenance requirements of the New Commercial Dock.

#### **6.4 Port Charges:**

Any ship docking at the New Commercial Dock will have to pay to the port authorities of the port of Kamsar, the Port Charges in accordance with procedures set out in this respect at the port of Kamsar.

#### **6.5 Use and maintenance:**

a) During the Construction Phase of its plant, GAC SA shall ensure the operation and maintenance of the New Commercial Dock and will have access for such maintenance and repair requirements to the Escrow Account. GAC SA will establish, with ANAIM's agreement, an annual forecast budget and will inform ANAIM of its implementation on a quarterly basis.

b) During any Expansion phase of its plant, GAC SA will benefit from an exclusive and unrestricted right of access and use of the New Commercial Dock, its equipments and the Lay-down Zone. ANAIM and the Concessionaire will ensure the maintenance and the operation of the New Commercial Dock and of its fixed equipments with the funds in the Escrow Account in order that the New Commercial Dock and its equipments are always in a good state of use. These provisions will not affect the terms for the allocation of the Port Royalty as provided in Article 6.3 of this Infrastructure Agreement.

c) At the end of the Construction Phase and/or any new Expansion phase, ANAIM and the Concessionaire will ensure the operation of the New Commercial Dock and of its fixed equipments as well as its maintenance with the funds in the Escrow Account in order that the New Commercial Dock and its equipments are always in a good state of use. These provisions will not affect the terms for the allocation of the Port Royalty as provided in Article 6.3 of this Infrastructure Agreement.

The terms for the use of the Escrow Account intended for the maintenance will be defined as soon as possible by ANAIM, the State, the Concessionaire and GAC SA, within the Technical Committee.

The maintenance of the New Commercial Dock shall be exclusively ensured by the funds available in the Escrow Account resulting from the collection of Port Royalties paid by the users of the New Commercial Dock.

The State shall take all necessary steps so as to ensure that sufficient funds are therefore made available to the Party responsible for such maintenance to ensure the correct performance of the maintenance.

### **ARTICLE 7: DOMESTIC INFRASTRUCTURES**

The Domestic Infrastructures are those located in the Industrial Zone and in the Port Area granted to the benefit of GAC SA in Kamsar and Sangarédi, as per the Basic Agreement. The plans and general specifications of these are set forth in Annex 3 A.

The design, financing and construction of the Domestic Infrastructures are under the entire responsibility of GAC SA pursuant to the Project.

The Domestic Infrastructures are and will remain the full and entire property of GAC SA, which has the exclusive use of them.

The financing and repayment conditions of all design, development and construction expenses are defined in the Basic Agreement.

## **TITLE IV PROVISIONS SPECIFIC TO THE INFRASTRUCTURES**

### **ARTICLE 8: THE MAIN RAILWAY LINE**

The use of the Main Railway Line (including the Rail Signaling and Communication) will take into account the freight requirements of CBG and GAC SA.

#### **8.1 Period of expansion and improvement of Existing Infrastructures:**

GAC SA shall provide ANAIM with a draft schedule for the construction of the Additional Infrastructures and Installations and ANAIM will then transmit it to the Concessionaire in accordance with the provisions of Article 5.2 above.

#### **8.2 Period of construction of the plant:**

Every quarter, GAC SA shall provide ANAIM with the programme of the equipment and intrants that GAC SA wishes to transport by train from Kamsar to Sangarédi, ANAIM will then transmit it to the Concessionaire. ANAIM will ensure that the Concessionaire will propose a programme of transport for implementation answering to the needs of GAC SA and will define the terms for its implementation with GAC SA.

#### **8.3 Period of operation of the plant:**

GAC SA shall annually provide ANAIM with GAC SA's train movement programme, ANAIM will then transmit it to the Concessionaire. Each programme shall be provided three (3) months before the beginning of the following year and will be detailed each quarter and each month.

ANAIM will ensure that the Concessionaire submits a draft of the general operating programme, incorporating the programme submitted by GAC SA and all other Users (if access is granted to them under the conditions set forth in Article 4.2), as well as all maintenance and renewal schedules, and transmits it to the Technical Committee one (1) month prior to the beginning of the following year with the detail of all trains movements.

The Technical Committee shall meet to review the draft programme in order to adopt it by consensus.

The general operation annual programme adopted by the Technical Committee as indicated above shall be the basis of the monthly, weekly, and daily programming issued by the Concessionaire, in conformity with the Operating rules set out in Annex 3 E and taking into account the reasonable



opinions and needs of each User. These programmes will reflect the actual available capacity and allocate slots to each User in proportion to their respective attributed capacity.

Any modification to the programmes adopted as above shall also be made by consensus with the relevant User, it being specified that this consensus rule does not apply to emergency situations and out-of-course events. For the purposes of this Article, "out-of-course events" shall mean any event happening on the Main Railway Line and Additional Infrastructures and Installations related to it, which is unforeseen and beyond the reasonable control of the Concessionaire. In such instance, ANAIM and the State shall ensure that the Concessionaire makes then its commercially reasonable efforts to inform and consult with the affected User(s). ANAIM and the State shall ensure that the Concessionaire uses its commercially reasonable efforts to minimize the disruption suffered with respect to each such event and restore the normal service pattern as quickly as possible.

Without prejudice to the provisions of Articles 21 and 25, in the case of breach of this programme by the Concessionaire, the State undertakes to enforce the provisions of the Concession Agreement and to take all other legal measures necessary in order to ensure the correct implementation of the programme of GAC SA.

In the case of particular circumstances affecting the initial programme, GAC SA will request an adjustment to the programme to the Concessionaire and ANAIM and the State shall ensure that they will take to the fullest extent possible all measures necessary to deal with such particular circumstances.

In the case of particular circumstances affecting the initial programme, ANAIM will request an adjustment to the programme to the Concessionaire, and the State shall ensure that they will take to the fullest extent possible all measures necessary to deal with such particular circumstances.

## **ARTICLE 9: IMPROVEMENT OF RAIL SIGNALING AND COMMUNICATION**

### **9.1 Rail Signaling and Communication Equipment:**

GAC SA will transmit to ANAIM, which will transmit to the Concessionaire, the draft programme of completion of the improvements to the Rail Signaling and Communication in order to adapt it to modern technology.

ANAIM will ensure that the Concessionaire will submit a technical report to the Technical Committee within three (3) months from the date of receipt of the programme by the Concessionaire.

The Technical Committee will meet to review the programme with a view to adopt it by consensus. In this respect, ANAIM undertake not to withhold their consent to GAC SA's program without a legitimate motivation, duly justified from a technical and/or financial point of view, nor to subject their consent to conditions which are not duly justified from a technical and/or financial point of view.

In the case of breach of the programme referred in the last paragraph by the Concessionaire, the State undertakes to enforce the provisions of the Concession Agreement and all other legal measures necessary in order to ensure the correct performance of GAC SA's programme.

**9.2** GAC SA shall have the right to set up, at its own cost, complementary or separate telecommunication installations in order to meet its own needs. GAC SA shall ensure that the characteristics of such installations are compatible with the existing ones.

GAC SA shall undertake the financing of these installations. The amounts invested by GAC SA shall be repaid in accordance with the terms of Article 19.

### **9.3 Methods of use of Rail Signaling and Communication during the operation period:**

The signaling and communication systems to be put in place shall be unified in order to secure and ease the operation and maintenance.

The operation of the Rail Signaling and Communication shall be carried out by the Concessionaire, who shall transmit to the Technical Committee the elements necessary for this operation.

**9.4** The communication system on the Main Railway Line shall be centralized at the level of the Concessionaire's control tower. However, the communications in GAC SA and CBG's marshalling yards shall be managed by their own respective systems.

**9.5** Without prejudice to the provisions of Articles 21 and 25 of this Agreement, the State shall take all the necessary steps so that Rail Signaling and Communication services be implemented correctly to enable the movements of the trains of GAC SA and of any other user in a safe manner for goods and persons.

In addition, for the purposes of monitoring and daily management, in line with the best interests of GAC SA, the State and ANAIM shall ensure that the Concessionaire:

- maintains a permanent communication between the Concessionaire's control facility and GAC SA's control facility. The mode of such communication shall be agreed by the Concessionaire and GAC SA in accordance with the Rules of the Art; and
- uses reasonable efforts to put into place for GAC SA a right of access to visit the Concessionaire's control facilities at any time.

## **ARTICLE 10: CHANNEL**

### **10.1 Improvements:**

GAC SA undertakes to construct a turning basin (as described in Annex 3 C).

GAC SA will transmit to ANAIM, which will transmit to the Concessionaire, the draft plans for the completion of the turning basin, which is included in the Additional Infrastructures and Installations.

ANAIM will ensure that the Concessionaire will provide the Technical Committee with a technical report within three (3) months, from the date of receipt of the draft plans by the Concessionaire.

Based on this report, the Technical Committee will approve a plan for the completion of the improvements within three (3) months following the submission date of the Concessionaire's report. In this respect, ANAIM undertake not to withhold their consent to GAC SA's program without a legitimate motivation, duly justified from a technical and/or financial point of view, nor to subject their consent to conditions which are not duly justified from a technical and/or financial point of view.

These plans for the construction of Additional Infrastructures and Installations shall constitute Annex 3 C, which shall be an integral part of this Agreement.

ANAIM will obtain all agreements of third parties and Authorisations which may be necessary to complete these Additional Infrastructures and Installations and shall ensure that this plan is correctly applied and in compliance with the agreed schedule.

It is agreed that GAC SA will inform ANAIM before undertaking these improvements in phase, depending on the evolution of its needs.

## **10.2 Joint use of the Channel:**

GAC SA will transmit to ANAIM that will transmit to the Concessionaire the annual programme of ship movements prepared by GAC SA three (3) months before the beginning of the following year. This programme shall be detailed quarterly and monthly.

ANAIM will ensure that the Concessionaire submits a draft of the programme for the general use of the Channel, incorporating the draft programmes submitted by CBG, GAC SA and the other Users (if access is granted to them under the conditions set forth in Article 4.2) and communicates it to the Technical Committee one (1) month prior to the beginning of the following year.

The Technical Committee shall meet to review the draft programme in order to adopt it by consensus.

The general operation annual programme adopted by the Technical Committee as indicated above shall be the basis of the monthly, weekly, and daily shipping programming issued by the Concessionaire, in conformity with the Shipping protocols set out in Annex 3 E and taking into account the reasonable opinions and needs of each User.

In the case of breach of this programme by the Concessionaire, ANAIM and the State undertake to enforce the provisions of the Concession Agreement and, if necessary, any available legal measures in order to ensure the correct implementation of the programme of GAC SA without delay, this without prejudice to the provisions of Articles 21 and 25.

GAC SA will communicate, at least each week, an update of vessel nominations and anticipated vessel arrival times along with any other information which may give rise to the need for an alteration to the monthly, weekly, or daily shipping programme referred to above. ANAIM and the State shall ensure that, each week, the Concessionaire, taking this information along with similar information in relation to the CBG operations, or that of any other User, and in compliance with the capacity entitlements of GAC SA as reflected in the programme adopted by the Technical Committee, will update and republish the weekly and daily shipping programmes.

Any modification to the republished programme shall be made by consensus with the relevant User, it being specified that this consensus rule does not apply to emergency situations and out-of-course events. For the purposes of this Article, "out-of-course events" shall mean any event happening on the Channel and Additional Infrastructures and Installations related to it, which is unforeseen and beyond the reasonable control of the Concessionaire. In such instance, ANAIM and the State shall ensure that the Concessionaire makes then its commercially reasonable efforts to inform and consult with the affected User(s). ANAIM and the State shall ensure that the Concessionaire uses its commercially reasonable efforts to minimize the disruption suffered with respect to each such event and restore the normal service pattern as quickly as possible.

In addition, for the purposes of monitoring and daily management, in line with the best interests of GAC SA, the State and ANAIM shall ensure that the Concessionaire:

- maintains a permanent communication between the Concessionaire's control facility and GAC SA's control facility. The mode of such communication shall be agreed by the Concessionaire and GAC SA in accordance with the Rules of the Art; and
- uses reasonable efforts to put into place for GAC SA a right of access to visit the Concessionaire's control facilities at any time.

## **ARTICLE 11: IMPROVEMENT OF MARITIME SIGNALING**

GAC SA will transmit to ANAIM, which transmit to the Concessionaire, a draft programme for the improvement of the maritime signaling system describing GAC SA's needs regarding the movements of ships of GAC SA in the port of Kamsar.

ANAIM will ensure that the Concessionaire submits its technical report to the Technical Committee for adoption within three (3) months of its communication. In this respect, ANAIM undertake not to withhold their consent to GAC SA's program without a legitimate motivation, duly justified from a technical and/or financial point of view, nor to subject their consent to conditions which are not duly justified from a technical and/or financial point of view.

After adoption, these construction plans shall constitute Annex 3 C, which shall be an integral part of this Agreement.

The new equipments must be compatible with those of the existing system.

This improvement plan and its implementation shall be financed by the escrow account in place for the maintenance of the Existing Infrastructures of the Kamsar Port (which, for the avoidance of doubt, is different from the Escrow Account contemplated herein).

Without prejudice to the provisions of Articles 21 and 25, ANAIM and the State shall ensure that these improvement and completion plans shall be correctly implemented by the Concessionaire.

## **ARTICLE 12: FRENCH DOCK**

The State grants to GAC SA the right to use the French Dock provided that such use will respect the use of this dock by CBG.

To this effect, GAC SA shall submit to ANAIM the programmes of the chartered ships on the basis of the works required for the Project.

The ships transporting freight for GAC SA to the French Dock shall pay the Port Royalty in force, as applied to all users.

## TITLE V OPERATING - MAINTENANCE AND RENEWAL

### ARTICLE 12 BIS: SHARED INFRASTRUCTURES

The State and ANAIM shall ensure that the operation of the Common Infrastructures by the Concessionaire complies with (i) the Schedule of Specifications of the Concession Agreement; (ii) the Rules of the Art; (iii) the principles set forth in Annex 3 E and (iv) the operating rules referred to in article 2.2 (c) of Annex 3 F.

### ARTICLE 13: THE MAIN RAILWAY LINE

The State guarantees that the Concessionaire will ensure the maintenance and operation of Main Railway Line in accordance with the Schedule of Specifications of the Concession Agreement and Rules of the Art and shall cure without delay any Anomaly so as to allow continuous and secure use for goods and persons.

GAC SA shall pay to the Concessionaire the amount set out in Article 18.2 to take its share of the maintenance charges.

The Technical Committee will establish a meeting programme to review the maintenance budget.

The State guarantees to GAC SA that the rules for the use of the Main Railway Line correspond to international standards that apply in such matter and that they shall apply to all users. A copy of such procedure shall be delivered to GAC SA by ANAIM on the date of execution of this Agreement. GAC SA agrees to comply with these rules.

ANAIM will ensure that the Concessionaire shall communicate on a yearly basis to the Technical Committee the minutes made on the railway line and the related maintenance reports as soon as they are available.

ANAIM will ensure that the Concessionaire shall communicate on a regular basis, the frequency of which is to be determined by the Technical Committee, the status of the Main Railway Line and the related maintenance programme to the Technical Committee.

GAC SA shall inform ANAIM of any Anomaly or defect which it may observe, in order for ANAIM to take all necessary measures to repair or have repaired these Anomalies or defects without delay.

In order to enable the technical inspection and supervision of the installations, ANAIM shall take all necessary measures so that the Concessionaire regularly transmits to the Technical Committee the operation and maintenance programmes of the Existing Infrastructures and the Additional Infrastructures and Installations such as:

- Complete recording of the geometry of the track with analysis of the data.
- The inspection reports for the civil engineering constructions and installations.
- The statistical operation data and the periodic maintenance and inspection reports.

## **ARTICLE 14: THE RAIL SIGNALING AND COMMUNICATION SYSTEM**

**14.1** The State guarantees to GAC SA that the Concessionaire shall maintain the Rail Signaling and Communication system in conformity with the Schedule of Specifications and the Rules of the Art in order to ensure a continuous, regular and secure use, this without prejudice to the provisions of Articles 21 and 25.

**14.2** No expansion of these installations shall prevent a good operating condition of the communication system required for the satisfactory operation of GAC SA's activities, and no expansion shall be undertaken without the prior approval of the Technical Committee.

**14.3** Depending on the evolution of technology in the electronics field, the radio equipment shall be renewed following periodic technical expert analysis.

**14.4** A regular and major inspection of the Rail Signaling and Communication system shall be undertaken by an independent specialist company at the expense of the Concessionaire every five (5) years - at the request of the Technical Committee - or more frequently, if the conditions so require.

## **ARTICLE 15: CHANNEL AND MARITIME SIGNALING AND COMMUNICATION**

The operation and the maintenance of the Channel and of the Maritime Signaling and Communication shall be the responsibility of the Concessionaire in accordance with the Schedule of Specifications and the Rules of the Art following a programme approved by the Technical Committee. ANAIM shall ensure that it is perfectly implemented by the Concessionaire within the time frame approved by the Technical Committee, this without prejudice to the provisions of Articles 21 and 25.

Subject to the provisions of Articles 19 below, the Parties agree that an appropriate and sufficient percentage of the additional royalty for the maintenance of the Channel (Annex 3 G) shall be used for the maintenance of the Channel and the Maritime Signaling and Communication and kept in the Escrow Account in order to ensure the maintenance of the Channel and the Maritime Signaling and Communication and the remaining shall be used for large periodic major works.

## **ARTICLE 16: URGENT CASES**

In the case of a severe accident affecting the Existing Infrastructures and/or the Additional Infrastructures and Installations and which affects their continuous, regular and secure operation, the State and ANAIM shall ensure that the Concessionaire shall immediately inform the Technical Committee by any means, and the Concessionaire shall urgently undertake all necessary steps in order to restore the continuous and secure service of such installations. The State and ANAIM shall ensure that the Concessionaire develops and maintains a Rules of the Art emergency preparedness and response plan, which will be reviewed and commented upon within the Technical Committee.

If the continuous, regular and secure service is not restored as soon as possible, the State and ANAIM undertake to enforce the provisions of the Concession Agreement and to take all other legal measures in order to ensure, without delay, the correct restoration of the continued, correct and secure operation of such installations.

Each Party shall remain free to draw conclusions from these situations and take any legal and judicial actions in order to protect its interests. The State and ANAIM shall cause the Concessionaire to

develop and maintain a Rules of the Art emergency preparedness and response plan, which will be reviewed and commented upon within the Technical Committee.

## **ARTICLE 16 BIS: OPERATION**

The Parties further agree as follows:

- (i) Each User shall utilize the Existing Infrastructures and the Additional Infrastructures and Installations in a commercially reasonable manner taking into account appropriate efficiencies;
- (ii) An appropriate level of designed redundancy shall be maintained with respect to the Existing Infrastructures and the Additional Infrastructures and Installations for the term of this Agreement. The Parties acknowledge that this redundancy is currently estimated to be approximately twenty percent (20%) of the theoretical capacity, provided however that such percentage shall be adjusted from time to time based on the Rules of the Art.

## **TITLE VI RESPONSIBILITIES**

### **ARTICLE 17: RESPONSIBILITY**

17.1 Each Party, insofar as it is concerned, shall comply with the Infrastructure Agreement, and comply with the decisions taken by the Technical Committee without prejudice to the right of GAC SA to challenge these decisions and to protect its rights against any adverse consequence that could result therefrom and without prejudice to the provisions of Articles 21 and 25 of this Infrastructure Agreement.

17.2 Each Party shall be responsible vis-à-vis the other for any breach of its obligations under this Infrastructure Agreement.

17.3 The State shall transmit to GAC SA a copy of the Concessionaire's insurance policies. GAC SA shall take an insurance policy to cover the risks related to its activity in the context of this Agreement, in coordination with the insurance policies taken by the Concessionaire.

## **TITLE VII PRICING AND ROYALTIES - RIGHTS OF USE**

### **ARTICLE 18: TARIFF**

#### **18.1 Rights of Use:**

The tariff to be paid by GAC SA for the access to and the use of the Main Railway Line and the Additional Infrastructures and Installations related to it (including the Rail Signaling and Communications) to be applied to GAC SA by the State shall be calculated on the basis of the principle of proportion of the quantities transported as well as the length of the section of the Main Railway Line effectively used by GAC SA, in relation to the royalty effectively paid by CBG under the Concession

Agreement (such royalty may potentially be adjusted in accordance with the provisions of such Concession Agreement).

## 18.2 Track Service Charge:

GAC SA shall pay a pro rata allocation of the Track Service Charge (as defined below), which pro rata allocation shall be calculated on the basis of the principle of proportion of the quantities transported as well as the length of the section of the Main Railway Line and the Additional Infrastructures and Installations related to it effectively used by GAC SA.

The quantities transported will be measured as follows:

- In gross tonne-kilometres for all costs related to the track and roadway of the Main Railway Line;
- In train-kilometres for all costs related to Rail Signaling and Communications and train control.

For the purposes of this Agreement, "**Track Service Charges**" shall mean the charge comprised of:

- (i) the direct cost of maintenance, repair and operation of the Main Railway Line and the Additional Infrastructures and Installations related to it; plus;
- (ii) the sum of depreciation and financing costs associated with the assets used in the provision of these services; and
- (iii) a management fee derived by way of a composite overhead ratio comprising a hierarchy of the various overhead ratios all developed by dividing each overhead category by the costs of the related direct activities.

The direct cost of maintenance, repair and operations of the Main Railway Line and the Additional Infrastructures and Installations related to it will comprise but not be limited to the cost of:

- (i) maintenance and repair of the Main Railway Line and the Additional Infrastructures and Installations related to it ;
- (ii) train control and incident management;
- (iii) inspection, safety and security;
- (iv) any tax or other duty currently or in the future imposed upon Concessionaire by the State in connection with the operation, repair and maintenance of the Main Railway Line and the Additional Infrastructures and Installations related to them (including the Rail Signaling and Communications), but expressly excluding the costs of CBG's train operations and the royalty paid by CBG under the Concession Agreement as well as any tax, fee, royalty or other charge currently or in the future imposed upon Concessionaire by the State in connection with the access or use of the Main Railway Line and the Additional Infrastructures and Installations related to them (including the Rail Signaling and Communications);
- (v) maintenance and repairs of the work equipment (rolling stock dedicated to track maintenance and repair), roadway machines and other ancillary equipment;
- (vi) an appropriate hire charge in relation to the revenue rolling stock which is used in the maintenance and repair activities; and



- (vii) the costs of material and infrastructure works which during the term of this Agreement are charged to capital but are not captured under Article 18.3.

The Parties acknowledge the complexities associated with railway costing and in this regard agree that where:

- (i) costs are directly incurred, or assets directly used, in the performance of services and/or other activities related to the maintenance, repair and operations of the Main Railway Line and the Additional Infrastructures and Installations related to it (the “**Services**”), those costs and assets should be directly identified and assigned;
- (ii) costs are incurred, or assets are used, in common with respect to the Services, and where there is a causal relationship between the resources used and the Services, these costs shall be attributed on a reasonable basis of cost causality; and
- (iii) assets, costs, and investments are used jointly for the provision of the Services, and where there is no direct causal relationship between the resources used and the Services, these costs shall be allocated on a reasonable basis.

Consistent with these principles, CBG will within two years of the execution of this Agreement prepare a commercially reasonable costing manual which will include:

- (i) a chart of accounts identifying the direct costs, attributed costs and allocated costs, along with the basis for their identification, attribution and allocation; and
- (ii) a register of assets to be used in the provision of the Services and their values.

The costing manual will be subject to the review and approval of GAC SA; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Such costing manual shall also be subject to further revision from time to time in accordance with the preceding process.

The costing manual will present the methods to be used in calculating the management fee. The Parties may, however, agree on an allocation factor to be used for this purpose in lieu of the application of the methods presented in the manual.

**18.3** GAC SA shall pay a pro rata allocation for the Major Works Charges (as defined below) which pro rata allocation shall be calculated in the manner set forth in Section 18.2.

For the purpose of this clause, “**Major Works Charges**” means the costs associated with the major repair or renewal works relating to the Main Railway Line and the Additional Infrastructures and Installations related to it (including the Rail Signaling and Communications) identified and agreed to in the five year rolling plan prepared by the Concessionaire and approved by the Technical Committee.

For the purpose of the above provisions, the Concessionaire shall put in place a cost accounting system based on the principles outlined for the costing manual in Article 18.2. GAC SA shall have access to the accounting and financial elements of the Concessionaire related to the costs of maintenance and major works for the purposes of confirmation and control. GAC SA shall have the right to have these documents audited, at its own expense, by any certified accountant of its choice, provided (i) any recipient of such documents and information shall execute a reasonably acceptable confidentiality agreement; and (ii) a copy of such report(s) shall be provided to the Concessionaire.

#### 18.4 Special Account:

The sums due by GAC SA pursuant to Article 18.1 should be paid in an account created by GAC SA for this purpose (the “**Special Account**”) until the full repayment of the debt service of GAC SA and/or GAC SA in connection with the Additional Infrastructure and Installations related to the Main Railway Line and the Rail Signaling and Communication.

The modalities of opening and use of this Special Account shall be defined in an agreement entered into between ANAIM and GAC SA.

GAC SA will be responsible for the distribution of this tariff referred to in Article 18.1 to be paid into the Special Account in order to ensure the full repayment of the financing obtained for the implementation of the Additional Infrastructure and Installations related to the Main Railway Line and the Rail Signaling and Communication.

- 90% Debt Service of GAC SA and/or GAC Ltd or, as the case may be, the debt service of the State (Railway Line and Rail Signaling and Communication)
- 10% State

Following the full repayment of the Debt Service of GAC SA and/or GAC Ltd, this Special Account shall be closed and the tariff referred to in Article 18.1 shall be integrally paid to the State.

**18.5** Except for the payment of the tariff provided in Article 18.1 to ANAIM and the Track Service Charge and Major Works Charges provided in Articles 18.2 and 18.3 to be paid to the Concessionaire, GAC SA and/or its Direct Sub-Contractors and/or its service providers shall not have to pay any other cost, charge, contribution, duty, expense or other charge (for access, use, maintenance, repair or for any other cause whatsoever) concerning the access, use and services of the Main Railway Line and Additional Infrastructures and Installations related to it.

**18.6** With the exception of the payment of the Port Royalty and the Port Charges, GAC SA and/or its Direct Sub-Contractors and/or its service providers and/or its customers shall not have to pay any other cost, charge, contribution, duty, expense or other charge (for access, use, maintenance, repair or for any other cause whatsoever) concerning the access, use and services of the port Existing Infrastructures, port Additional Infrastructures and Installations (Alumina Dock, Channel, port installations, including the Lay-down Zone and the New Commercial Dock).

The State has implemented an additional safety charge (ISPS) for any ship accessing or leaving the Kamsar port; such charge will apply to all ships and its amount will be equivalent to the amount applied in other ports of the type of Kamsar internationally.

**18.7** The acceptance by GAC SA of the bearing of part of the costs related to the major works pursuant to Article 18.3 above is only valid for the duration of the Concession Agreement and as long as the amount of the tariff for the access and use referred to in Article 18.1 remains unchanged. Should any of these conditions not be any longer met, and in particular, in case of modification of the financial conditions of the Concession Agreement or the execution of any agreement replacing the Concession Agreement and having an impact on the tariff paid by GAC SA, the Parties shall meet to discuss the evolution of the financial modalities of this Infrastructure Agreement, taking into consideration, in particular, the amounts borne by GAC SA in relation to previous major works. Within this framework, a new financing mechanism for major works may be put in place, providing for the financing of major works by the users and the Concessionaire and the repayment of the debt by deduction from the tariff.

The previous tariff shall remain applicable as long as the Parties will not have determined the new applicable conditions. The State and ANAIM confirm that GAC SA shall be involved in the process of modification of the Concession Agreement and/or the execution of an agreement with a Successor Beneficiary.

## **TITLE VIII FINANCING**

### **ARTICLE 19: FINANCING**

**19.1** GAC SA and/or GAC Ltd will ensure the financing, construction and implementation of the Additional Infrastructures and Installations (with the exception of the Maritime Signaling and Communication). ANAIM and/or the State has the right to propose to GAC SA to seek concessional financing in order to finance the Additional Infrastructure and Installations works (provided that this does not delay or affect the financing negotiated by GAC SA and/or GAC Ltd or its modalities and that this is accepted by the Lenders).

The amounts invested by GAC SA and /or GAC Ltd (in equity or by financing obtained from the Lenders) for the design, the implementation and the construction of the Additional Infrastructures and Installations shall be reimbursed pursuant to the provisions of Article 19.4.

The State shall become the owner of the Additional Infrastructures and Installations in accordance with the provisions of the Basic Agreement and the provisions herein.

**19.2** The Additional Infrastructures and Installations which may be financed and constructed by GAC SA are:

- The Railway Line (Annex 3 C);
- The Rail Signaling and Communication (Annex 3 C);
- The Channel to access to the port (Annex 3 C);
- The New Commercial Dock.

The Parties specify that the financing terms applying to the New Commercial Dock are provided in Article 6 above.

#### **19.3 Concessionnal rate financing:**

As the Existing Infrastructures have been financed by concessionnal rate loans, the Parties agree to use their best efforts to finance the Additional Infrastructures and Installations in the same manner.

GAC SA and /or GAC Ltd will make themselves available to participate actively in this process upon request of the State vis-à-vis the lenders for the granting of concessional financing.

#### **19.4: Financing by GAC SA and/or GAC Ltd:**

If the State is not able to obtain concessionnal rate loans, GAC SA and/or GAC Ltd shall obtain the required financing (in equity or by financing obtained from the Lenders); for that purpose the State hereby grants the following guarantees to GAC SA and GAC Ltd:

a) The State and ANAIM guarantee to GAC SA and GAC Ltd that all the financing obtained by GAC SA and / or GAC Ltd to cover the design, development, implementation and construction of the Additional Infrastructures and Installations (principal, interest and fees and related expenses) shall be reimbursed, paid or amortized, as the case may be, including in the case of termination, cancellation or non-renewal upon termination of this Infrastructure Agreement or the appointment of a new Concessionaire.

b) The amounts so financed by GAC SA and/or GAC Ltd shall be fully reimbursed paid or amortized, as the case may be, until the full repayment of these amounts, cumulatively by:

- (i) the payment into the Escrow Account of the additional royalty for the maintenance of the Channel, which is included in the Port Charges paid by all ships chartered by GAC SA accessing the port of Kamsar and those using the New Commercial Dock.

The State guarantees that 90% of this Additional Royalty shall be allocated to the Debt Service of GAC SA and/or GAC Ltd and shall be paid directly to GAC SA. The terms of such payment shall be agreed upon by consensus between GAC SA and ANAIM.

After the full reimbursement of the Debt Service of GAC SA and/or GAC Ltd, 90% of such royalty shall be retained by the State, subject to the provisions relating to the Escrow Account in respect of the maintenance of the Channel.

- (ii) the tariff provided for in Article 18.1, in accordance with Article 18.4.

If the financing is provided partially by GAC SA and partially by the State, the Parties will meet in order to set out the adaptations to be made to the provisions above.

### **TITLE IX FINAL PROVISIONS**

#### **ARTICLE 20: GENERAL TERMS**

**20.1** It shall be the responsibility of ANAIM to obtain any agreement or authorisation from any third party as well as any Authorisation from any administration or port authority, including the Concessionaire, in order to enable the application, within the contemplated time frame, of the provisions of this Infrastructure Agreement.

**20.2** The State grants GAC SA, if it wishes, the right to access to the Hospital of Kamsar for the requirements of GAC SA's needs and activities. An agreement will be signed for that purpose as soon as GAC SA will so request.

**20.3** In case of early termination of the Concession Agreement for whatever reason or its expiration, the State, GAC SA and CBG will meet to establish a new model for the operation of infrastructures

which will include an efficient independent professional concessionaire which have all necessary technical skills to complete its assignment successfully.

In case of early termination of the Concession Agreement for whatever reason or its expiration, the State guarantees that the Successor Beneficiary shall be bound by the rights granted to GAC SA and GAC Ltd under the Operations Agreement.

In any case, the State confirms that in all circumstances it guarantees to GAC SA the access to Existing Infrastructures and to Additional Infrastructures and Installations in accordance with the provisions of the Basic Agreement.

**20.4** In the case of a contradiction between the provisions of this Agreement and those of the Basic Agreement, the latter will prevail. In the case of a contradiction between the provisions of this Agreement and those of the Operations Agreement, the provisions of this Agreement will prevail. This Infrastructure Agreement does not create any right in favour of CBG, the Concessionaire or any other Successor Beneficiary, and none of them may rely on it.

## **ARTICLE 21: GUARANTEE**

If for any reason beyond its control, GAC SA is not able to obtain, through ANAIM, any Authorization whatsoever or the approval of a third party within the deadlines and under the conditions validly or contractually required, or it is not able to put in place a programme provided for herein within the required deadlines, or does not have access to the Existing Infrastructures or to the Additional Infrastructures and Installations or to the Channel on terms enabling it to carry out its activities as set out in the Basic Agreement, GAC SA shall be entitled to request that ANAIM, by written notification, remedy the situation in question.

It is specified that the development plan of the Project and the Project Activities within the framework of the Basic Agreement, at the date of signature hereof, assumes for the first phase that the volume of production (and of Intrants necessary to assure such production) to transport can reach, after debottlenecking and optimization, up to 4 million tones of alumina per annum, with possible expansion in latter stages for additional amounts. The right of access and use guaranteed by the State to GAC SA under the Basic Agreement and this Infrastructure Agreement shall at all times be at a level which corresponds to this assumption.

In the event that, for any reason, the situation referred in first paragraph of this Article is not definitively remedied by ANAIM within a period of thirty (30) days following this notification, ANAIM itself shall enforce without delay the contractual provisions set out to this effect in the Concession Agreement, and undertake any other action available under the law against the third parties involved, including the Concessionaire, so that the said situation is settled definitively and that the guaranties granted by the State to GAC SA within the Basic Agreement are fully respected.

In the case of a disagreement of GAC SA with the Technical Committee or with the State and/or the Concessionaire concerning the issues relating to the access, the use or the status or the maintenance of the Existing Infrastructures, of the Additional Infrastructures and Installations and of the Channel. ANAIM itself will apply without delay the contractual provisions provided to this effect in the Concession Agreement as well as any other means or actions vis-à-vis concerned third parties (including the Concessionaire) opened by the law so that such situations be definitively settled and the guaranties given by the State to GAC SA in the Basic Agreement be fully respected. The disagreements between

the State and GAC SA shall be subject to the dispute resolution mechanism provided to this effect in the Basic Agreement.

The State guarantees GAC SA and commits to indemnify GAC SA for any direct and indirect damages and to reimburse GAC SA for any loss, expense and cost that it might bear or incur as a result of such situations. This commitment shall not affect the obligations of the State relating to indemnification or other rights to the benefit of GAC SA pursuant to the Basic Agreement.

Without prejudice of the right to the State to engage the liability of GAC SA and/or GAC Ltd for the non-compliance with its obligation under the Basic Agreement and/or this Infrastructure Agreement in the conditions provided for in these agreements, it is understood that the State is not exonerated from its obligations and undertakings vis-à-vis GAC SA under the Basic Agreement, this Infrastructure Agreement and the Operations Agreement, including:

- a) for the reason of the existence of the Concession Agreement (as well as the basic agreement of Harvey Alumina Company, as modified) and/or its various provisions and/or references to it (under this Infrastructure Agreement and/or Operations Agreement), and/or;
- b) for the reason of:
  - (i) The participation of GAC SA to the Operations Agreement; and/or
  - (ii) The obligations provided therein for the benefit or against the Concessionaire and/or the Technical Committee.

The provisions herein do not affect the rights of GAC SA vis-à-vis the State to obtain reparation of all direct or indirect damages and reimbursement of all losses, costs and expenses which GAC SA would be subjected to as a result of the conditions of access, use and maintenance affecting the Existing Infrastructure or the Additional Infrastructures and Installations or the risks of GAC SA to its Direct Sub-Contractors or its clients, of direct or indirect damages losses or additional costs.

Can be enforceable against GAC SA so as to limit the State liability under the Basic Agreement and this Infrastructure Agreement, only a judgment or arbitral award settling a dispute arising out of the Operations Agreement and which is in connection with a provision of the Operations Agreement which has a link with this Infrastructure Agreement.

The provisions of the Concession Agreement do not create obligations for GAC SA outside those provided for in the agreements between GAC SA and the State.

GAC SA undertakes to comply with its obligations with respect to and under the terms and conditions of the Operations Agreement. In the event of any contradiction between the provisions of the Operations Agreement and those of the Infrastructure Agreement, the latter shall prevail.

ANAIM shall take at all times all necessary measures to ensure that GAC SA can access and use the Existing Infrastructures and the Additional Infrastructures and Installations and the Channel (including the construction operations and the works related to the Additional Infrastructures and Installations) in compliance with the provisions of the Basic Agreement.

If ANAIM cannot remedy the difficulties or the adverse conditions of access or operation or maintenance affecting GAC SA concerning the Existing Infrastructures and the Additional Infrastructures and Installations and/or the Channel, including in case of strikes of ANAIM or Concessionaire staff or of situations affecting the normal or efficient operation of such Infrastructures or in the case of Anomalies affecting the normal course and the security of the transports, ANAIM commits to appoint without delay any third party professionals of its choice, having the required competence and experience, whether temporarily or definitively, and at its own cost, in order to ensure a normal and efficient access, use and maintenance by GAC SA and its Direct Sub-Contractors. If a third party professional would not be appointed under these conditions, GAC SA will have the right to assure, until the situation is reestablished, its own needs on transportation, through use of the Existing Infrastructures, the Additional Infrastructures and Installations and/or the Channel or otherwise, at its choice, either directly or by a third party professional appointed by GAC SA for this purpose, at its choice. GAC SA shall have the same right in case of termination or expiry of the Concession Agreement (Article 20.3 above).

In this regard, GAC SA's inability to gain access to a utilization which is required for the Project shall be considered as an inability for GAC SA to access the infrastructures, which shall be considered according to, and for the purposes of, the Basic Agreement, to be caused by the State.

The State acknowledges that within the context of their financings, GAC SA and/or GAC Ltd shall have to grant, in accordance with the Basic Agreement, rights to the Lenders, under which the Lenders may directly or indirectly replace GAC SA and/or GAC Ltd in their rights and obligations under the Basic Agreement. In this case, the State guarantees GAC SA that it shall ensure that the successor shall benefit from the rights and obligations resulting from this Infrastructure Agreement and the Operations Agreement, in accordance with the Basic Agreement.

The State guarantees to GAC SA and GAC Ltd the continuity of the rights and guarantees which are granted to them under this Infrastructure Agreement and this, in particular, for the whole duration of the Project and notwithstanding any mutation which could occur in CBG.

On its side, GAC SA undertakes vis-à-vis the State and ANAIM to comply with the obligations and fulfil the guarantees for which it is responsible under this Infrastructure Agreement. GAC SA shall be liable for the breach of its undertakings under the conditions provided in Article 17 here above. In particular, GAC SA undertakes to comply with the Rules of the Art (including the safety and environmental applicable rules) during the carrying out of the works planned in this Infrastructure Agreement, what the State and ANAIM recognize and accept.

## **ARTICLE 22: DURATION**

This Infrastructure Agreement is entered into for a duration starting on the Effective Date. In accordance with article 11.1 of the Basic Agreement pursuant to which the State guarantees to GAC SA a right of access and use of the Existing Infrastructure (including the Channel) for the whole duration of the Basic Agreement as defined in article 34.2.1 of the Basic Agreement, this Infrastructure Agreement shall remain in force with full effect for a duration equivalent to that of the Basic Agreement, whoever may be the Concessionaire of the Common Infrastructures.

## **ARTICLE 23: ASSIGNMENT, SUBSTITUTION, NEW PARTY**

GAC SA may assign, transfer, pledge or alienate, and transfer by any other means, its rights and obligations under this Infrastructure Agreement to any Affiliated Company and to any entity for the benefit of any Lender.

## **ARTICLE 24: SETTLEMENT OF DISPUTES, APPLICABLE LAW, PAYMENT, INTERESTS**

It is noted that the provisions of the Basic Agreement for the settlement of disputes, regarding the applicable law, "*payment*" (conditions of implementation of the decisions) of the payable interests, are applicable to and incorporated in this Agreement, the State expressly waives its courts and execution immunity right for itself and its properties for the purposes of any final decision or judgement to be taken in this regard.

## **ARTICLE 25: INDEMNIFICATION**

**25.1** Without prejudice to the provisions of Article 21 above, the State guarantees GAC SA against all direct and indirect damages, and shall indemnify it against all direct or indirect damage, loss, cost and expense sustained or incurred by GAC SA in the event of a breach by ANAIM or by the State of the provisions of this Infrastructure Agreement or in the event of an impossibility or delay incurred by GAC SA in the setting-up of the work of design, construction, development or other actions set out by this Agreement or provided in the Basic Agreement and its annexes and by this Agreement.

It shall be the responsibility of ANAIM or the State to initiate legal action against any third party which might be liable in whole or in part for the situations giving entitlement to these indemnifications and repayments to the benefit of GAC SA.

**25.2** ANAIM and the State undertake to fully collaborate with GAC SA and to provide to it all necessary assistance in the event of a claim by the Concessionaire or by any third party against GAC SA as a result of the implementation and application of this Infrastructure Agreement in accordance with its terms. Any cost, expense, charge, penalty and other expense incurred by GAC SA in this respect shall be borne and/or reimbursed by ANAIM and/or the State.

The provisions of this Infrastructure Agreement shall not affect or limit in any way the provisions relating to indemnification set out in the Basic Agreement for the benefit of GAC SA or those of article 19.1 of the Basic Agreement (in its language provided by Amendment n°1).

## **ARTICLE 26: FORCE MAJEURE**

The provisions of article 38 of the Basic Agreement shall apply as of right to the Parties in respect of Force Majeure under this Infrastructure Agreement.

## **ARTICLE 27: NON WAIVER**

Unless expressly waived in writing, the fact that one Party does not exercise in whole or in part the rights which are conferred on it by this Infrastructure Agreement shall not constitute in any case an abandonment of the rights which it has not exercised.



## ARTICLE 28: NOTIFICATIONS

### 28.1 Form of Notification:

Any notification made in connection with this Infrastructure Agreement must be in written form and must be transmitted to its addressee by registered letter with acknowledgement of receipt or by special courier or by certified telex, whether or not preceded by a fax, to the addresses below:

#### **Ministry of Mines and Geology**

**To the attention of:** His Excellency the Minister  
**Address:** Immeuble ANAIM – CBG, BP 295, Conakry, République de Guinée  
**Telephone:** + (224) 30 45 45 26  
**Fax:** + (224) 30 41 19 13

#### **ANAIM**

**To the attention of:** Directeur Général ANAIM  
**Address:** Immeuble ANAIM – CBG, BP 295, Conakry, République de Guinée  
**Telephone:** + (224) 30 45 45 26  
**Fax:** + (224) 30 41 19 13

All notifications to GAC SA and GAC Ltd must be made to the addresses below:

#### **GUINEA ALUMINA CORPORATION SA**

**To the attention of:** General Manager  
**Address:** Immeuble Mamou, BP 5090, Conakry, République de Guinée  
**Telephone:** +224 63 35 42 84

#### **GUINEA ALUMINA CORPORATION Ltd**

**To the attention of:** Chief Executive Officer  
**Address:** P.O. Box 3252, Road Town, Tortola, British Virgin Islands  
**Telephone:** +61 7 3167 5183  
**Fax:** +61 7 3167 5001

### 28.2 Change of Address:

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

Executed in Conakry, on \_\_\_\_\_ 2010 (in four (4) originals in French).

**FOR THE REPUBLIC OF GUINEA:**

**FOR THE AGENCE NATIONALE  
D'AMENAGEMENT DES INFRASTRUCTURES  
MINIERES:**

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**His Excellency Mahmoud Thiam**  
Minister of Mines and Geology

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**Mr. Saada Baila Ly**  
General Manager SNIM

**FOR GUINEA ALUMINA CORPORATION SA:**

**FOR GUINEA ALUMINA CORPORATION Ltd:**

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**Mr. Eddy Kenter**  
CEO

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**Mr. Eddy Kenter**  
CEO

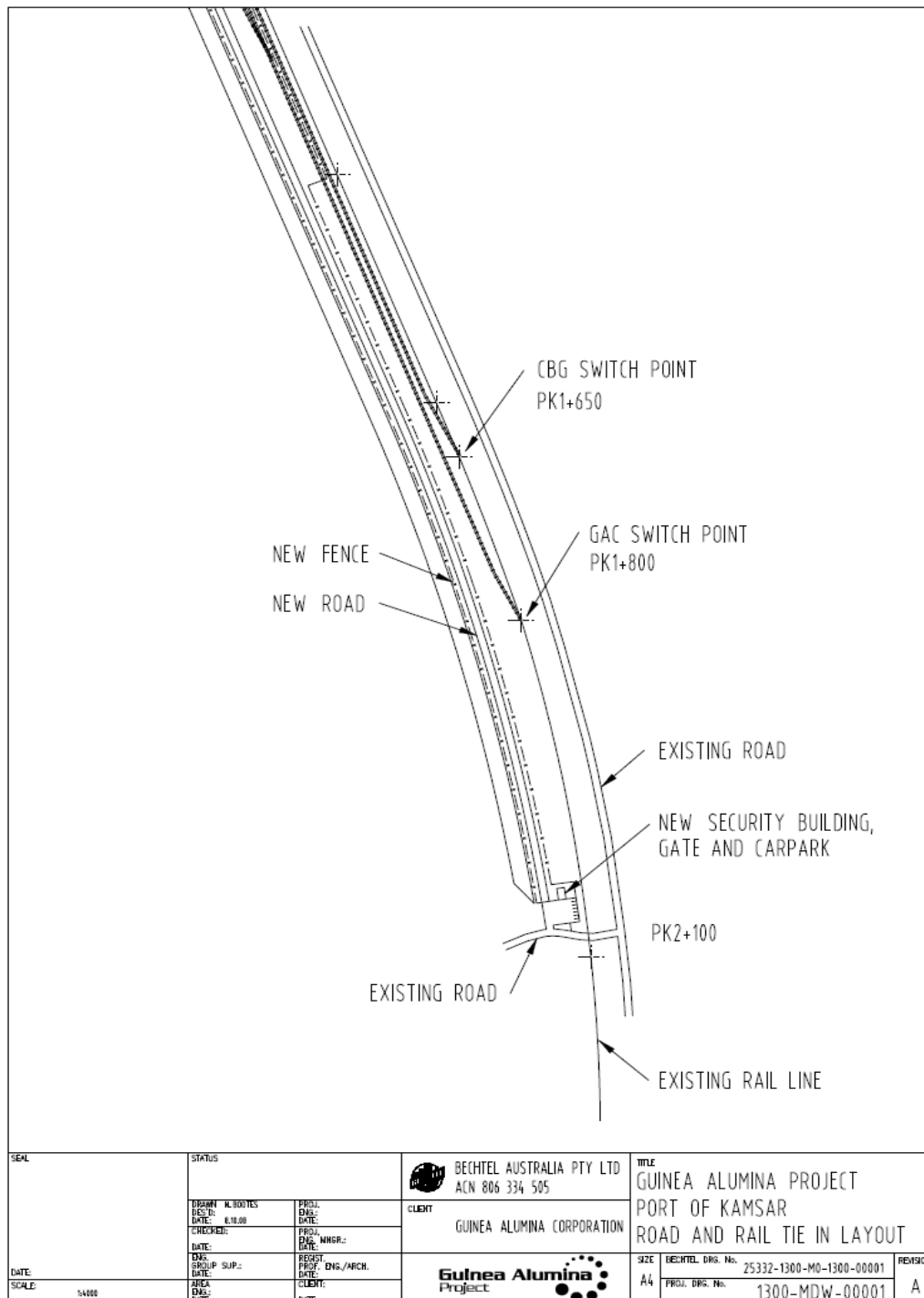
<b>LIST OF ANNEXES TO THE INFRASTRUCTURE AGREEMENT</b>
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<b>Annex 3 A:</b>	Plans and General Specifications of Domestic Infrastructures
<b>Annex 3 B:</b>	Technical Characteristics of Existing Infrastructures
<b>Annex 3 C:</b>	Technical Characteristics of Additional Infrastructures and Installations
<b>Annex 3 D:</b>	Technical Specification of the New Commercial Dock and Implementation Programme
<b>Annex 3 E:</b>	Operating principles regarding the use of the Main Railway Line and the Port
<b>Annex 3 F:</b>	Practical operating terms of the Technical Committee
<b>Annex 3 G:</b>	Current Port Charges
<b>Annex 3 H:</b>	Capacity allocation principles
<b>Annex 3 I:</b>	Minutes concerning capacity

## Annex 3 A - Plans and General Specifications of the Domestic Infrastructures

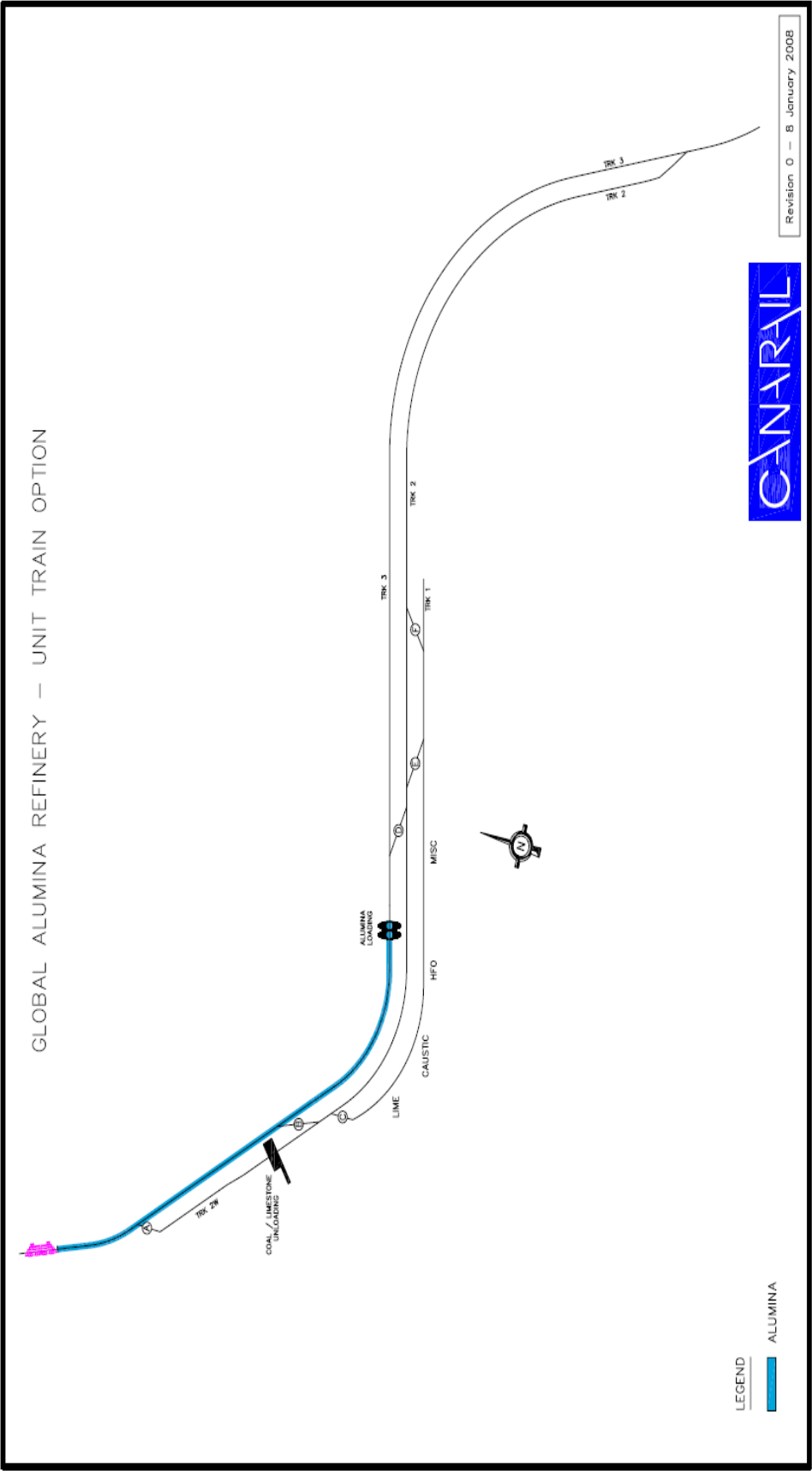
The drawings set forth hereunder are indicative only.

3A-1: The developments and constructions on the Main Railway Line in the Industrial Zone (Kamsar), at the junction point PK 1 + 800.



[illegible]

3A-3: Railway system in the Plant zone (Sangarédi)



## Annex 3 B - Technical Characteristics of Existing Infrastructures

### 3B-1: Main Railway Line

The Main Railway Line links the Sangarédi mine and the Kamsar port and is about 136 km long. It includes 5 stations among those are two 1.5 km passing tracks in Boke and Gobire.

The technical specifications of the Main Railway Line are as following:

- Normal track.....1435 mm
- UIC-60 and 136 RE rail 60.30 kg/m (Marshalling Yards at Kamsar and Sangarédi) and 67.39 kg/m (Main Railway Line)
- Sleepers..... 1700/Km
- Doleritic ballast..... 35 cm
- Type K fastener (adjusting clips) .....C65 and C75
- Maximum axle load ..... 27.5 T/axle
- Basic declivity:
  - In the direction of loaded trains ..... 5°/°°
  - In the direction of empty trains ..... 15°/°°
- Minimum radius.....500 m
- Vertical curve radius..... 10,000 m
- Length of main track..... 136.7 Km
- Number of passing loops.....4
  - Kolaboui ..... 150 m
  - Boké ..... 1700 m
  - Tanènè ..... 1700 m
  - Gobiré ..... 1700 m
- Number of Marshalling Yards..... (3)
- Elevation tolerance(+) (-)..... 3 mm in curve or in alignment
- Speed of mineral trains ..... 60 Km/h
- Speed of passenger trains ..... 70 Km/h

Slopes and ramps are limited to 5°/° in the direction from the Mine to the Port and 20°/° and in the direction from the Port to the Mine. They are not compensated.

- Compensation .....0.04% (1, 745.38)/R
- Banking .....maximum banking 86 mm
- Rails (main track) ..... 136 RE
- UIC type sleepers..... 77 kgs
- Junctions .....Tg 0.11

### 3B-2: The Channel

The access Channel to the Kamsar Port is 120 m wide and about 17 km long. It is dredged down to – 9,0 m on average and is marked out by 19 metal buoys.

### 3B-3: The Italian Dock

With a total length of a 120 m and a width of 50 m, the Italian Dock is used by the port services. It occasionally receives small size cargo vessels.

### 3B-4: The French Dock

With a length of 120 m and a width of 50 m, the French Dock accommodates cargo vessel up to 100 m of length, featuring a 90 tones at 15 m radius Derrick crane.



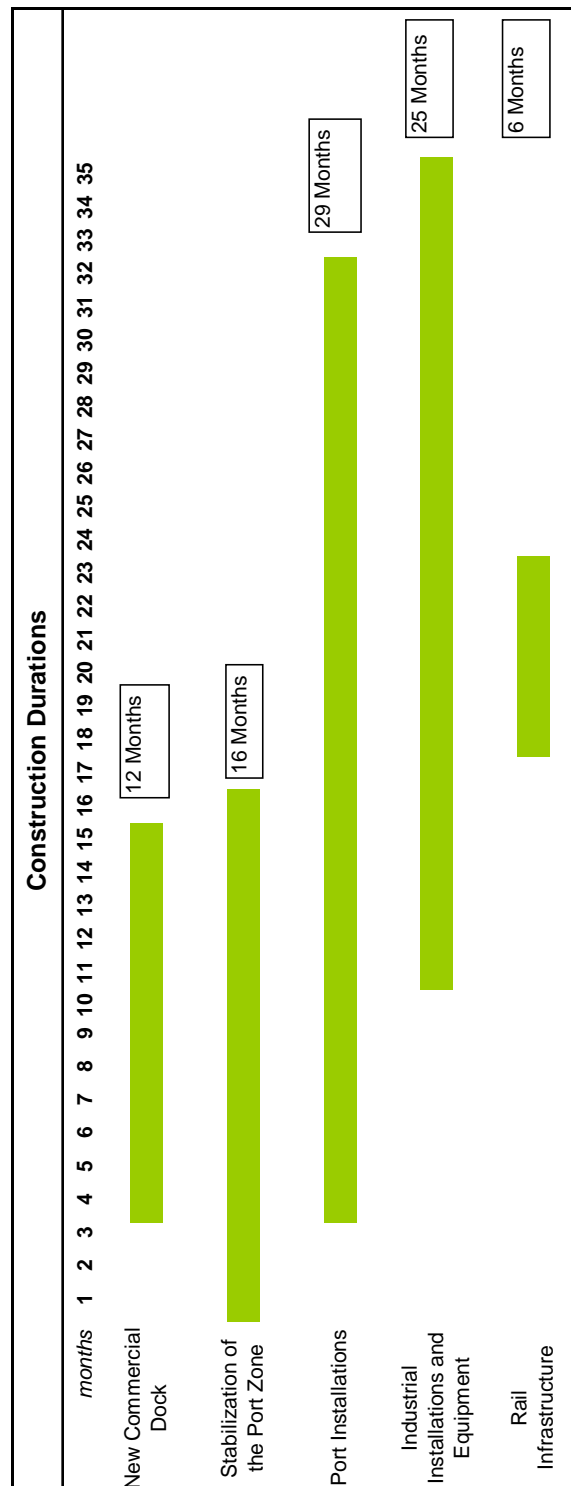
## Annex 3 C - Technical Characteristics of Additional Infrastructures and Installations

The drawings and schedule set forth hereunder are indicative only.

### 3C-1: Railway related infrastructure

#### *Construction duration*

The present schedule is an approximation only and has been developed under the same principles applicable to the Project schedule provided in the Basic Agreement.



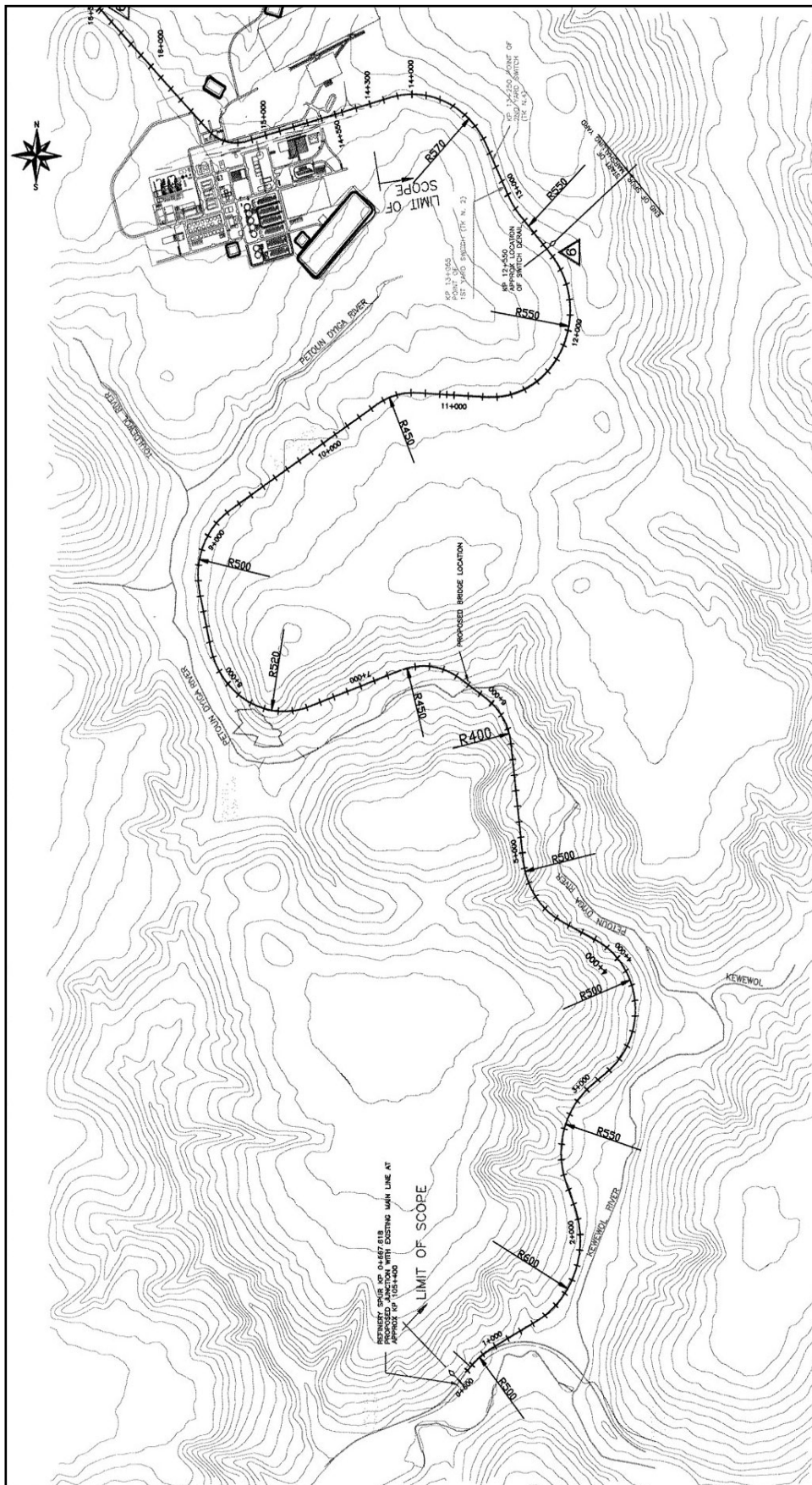
### *Technical specifications*

Once a year, the Concessionaire will carry out ultrasonic scan or any other Rules of the Art technique in order to record data on the whole length of the new constructed rails.

All improvement or extension of the Main Railway Line must be compatible with the existing infrastructures as stated in the Schedule of Specifications and mentioned here after:

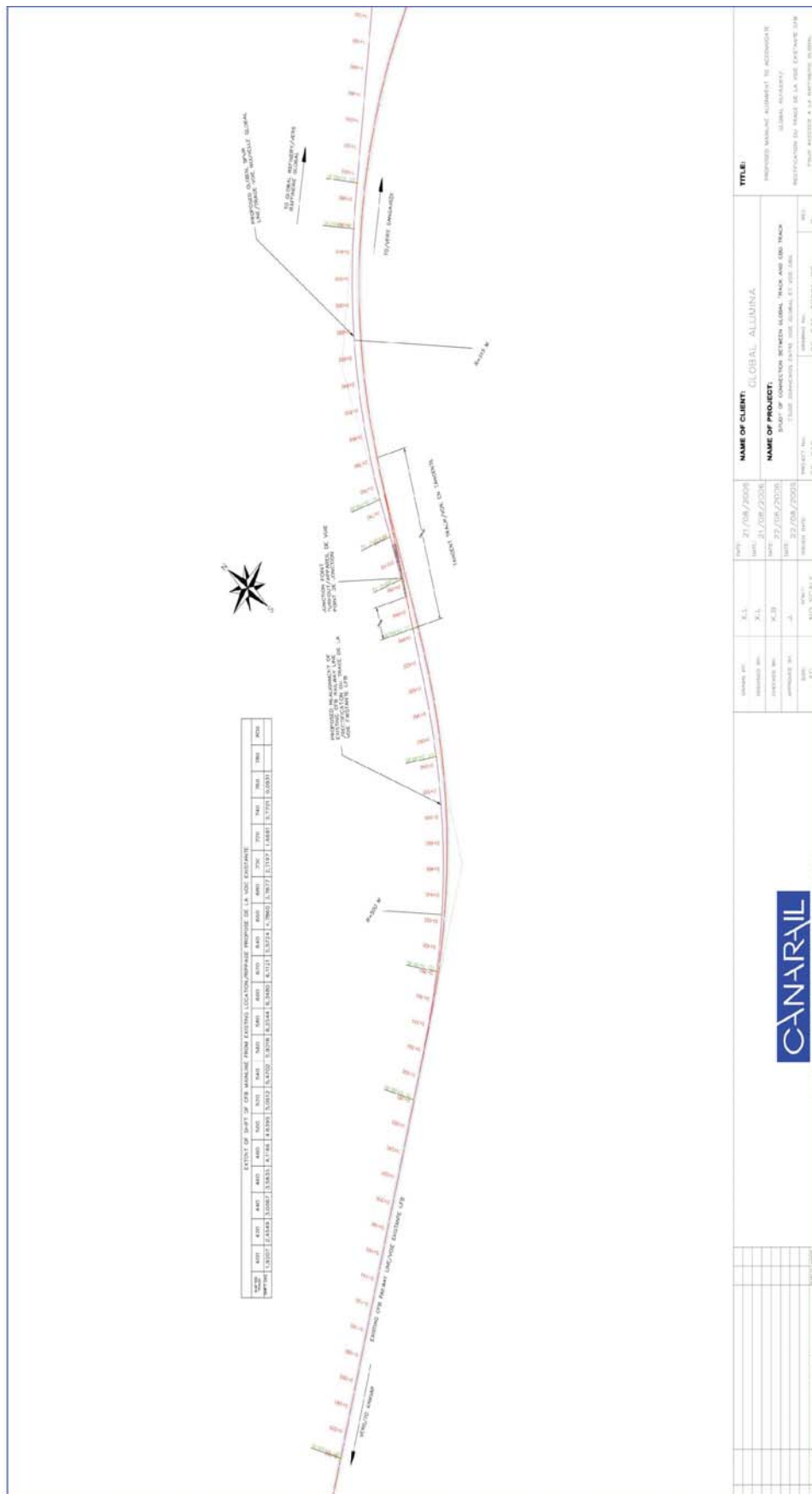
- Normal track ..... 1435 mm
- UIC-60 and 136 RE rail 60.30 kg/m (Marshalling Yards at Kamsar and Sangarédi) and 67.39 kg/m (Main Railway Line)
- Sleepers ..... 1700/Km
- Doleritic ballast ..... 35 cm
- Type K fastener (adjusting clips) ..... C65 and C75
- Maximum axle load ..... 27.5 T/axle
- Basic declivity:
  - In the direction of the port ..... 5°/°
  - In the direction of the Refinery ..... 5°/°
- Minimum radius ..... 500 m
- Vertical curve radius ..... 10,000 m
- Elevation tolerance (+) (-) ..... 3 mm in curve or in alignment
- Speed of mineral trains ..... 60 Km/h
- Speed of passenger trains ..... 70 Km/h
- Compensation ..... 0.04% (1, 745.38)/R
- Banking ..... maximum banking 86 mm
- Rails (main track) ..... 136 RE
- Junction ..... Tg 0.11

*The connecting spur of the Main Railway Line starting at the junction point and leading to the plant of Sangarédi, of a length of approximately 15 kilometres*



[illegible]

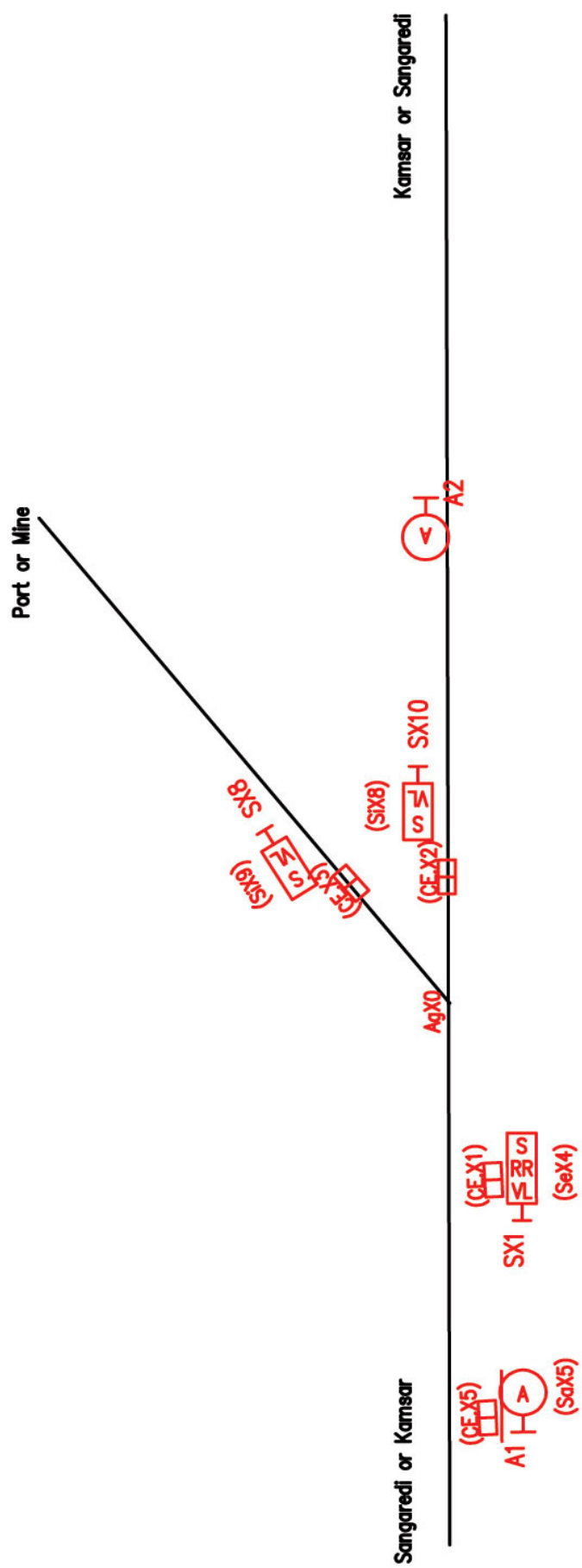
*The developments and constructions on the Main Railway Line at the junction point PK 104+900*



### ***Rail Signaling and Communication***

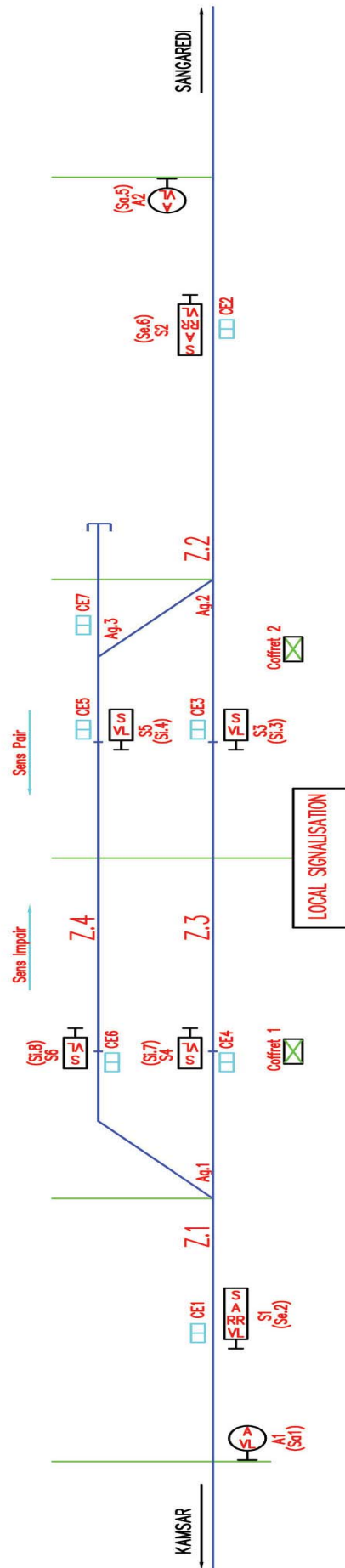
The connection of the GAC SA railway system to the existing system at Kamsar and Sangarédi must be consistent with the existing equipments. The communication and signaling system will be installed by the Concessionaire of the Main Railway Line. The schematic diagrams of the connection are attached hereinafter.

The switches and level crossings on the Main Railway Line will be under the control of the Concessionaire of the Main Railway Line.



Ce : Axle counter  
 S : Stop signal  
 RR: Reduce Speed  
 VL: Maximum speed

Conceptual sketch of signaling installations required for a new siding





### 3C-2: Channel related infrastructure

#### *Channel improvements*

To allow the increase in the sea traffic in the Port of Kamsar related to the Project, no deepening or widening work will be necessary in the Channel. The Channel is currently maintained to – 9.0 m.

For safe operation of the GAC SA Alumina Dock it be will be necessary to create by dredging a turning basin opposite the GAC SA quay that will allow CBG empty ships to wait at anchor safely clear of the GAC SA Alumina Dock without causing any restriction to the GAC SA shipping operation and vice-versa. Any future extensions related to the Project shall require a detailed study of the Parties and the approval of the Technical Committee.

Any material dredged will be deposited in disposal sites approved by the Management of the Kamsar Port.

#### *Maritime Signaling and Communication*

At arrival or prior to departure, of GAC SA's vessels in the Kamsar Port will follow the procedure of using radio VHF and telephone to communicate with the port authority and the pilots office.

### 3C-3: The New Commercial Dock

The technical specifications and the planning of the New Commercial Dock are given in Annex 3D.

### **Annex 3 D - Technical specifications of the New Commercial Dock and Implementation Program**

The drawings and schedule set forth hereunder are indicative only.

#### ***Technical specifications***

The New Commercial Dock which will be located at the Port of Kamsar will be built to receive cargo liners of a capacity reaching 10,000 DWT. The New Commercial Dock will be used to discharge various materials and equipments. Once discharged, the equipments and materials will be moved to the Refinery site by road or rail or the Alumina Dock platform by road.

The New Commercial Dock and its associated installations will include:

- The deepening of the existing French Dock channel to gives access to the New Commercial Dock. The Channel will be dredged to - 6 m depth, approximately 600 m of length and 60 m of width. A berthing pocket, adjacent to the New Commercial Dock, will be dredged at approximately - 9,5 m of depth. This berthing pocket will be approximately 175 m of length and 30 m of width.
- A quay with steel foundation piles and a deck made of concrete having 170 m of length and 35 m of width. The quay will allow the loading and the unloading of goods between boats and the shore.
- The equipments of the quay will include: fenders, mooring bollards, navigation aids, ladders, etc.
- An approach trestle with steel piles and a concrete deck will provide the access from the New Commercial Dock. This trestle will have a length of 70 m and a width of 8 m.
- It is planned to try to utilize the existing rail system at French Dock in conjunction with CBG to move some of the construction materials to the Refinery site.
- A Lay-down Zone will be provided to the north of French Dock to marshal the trucks that will take the construction material to the construction areas.
- A temporary barge unloading facility may be installed in the Lay-down Zone to facilitate the return of containers.
- General measures of Security, in particular guardrails.
- Other elements necessary to the operation of a port lay down area.

The structures will be designed in accordance with international standards for marine structures.

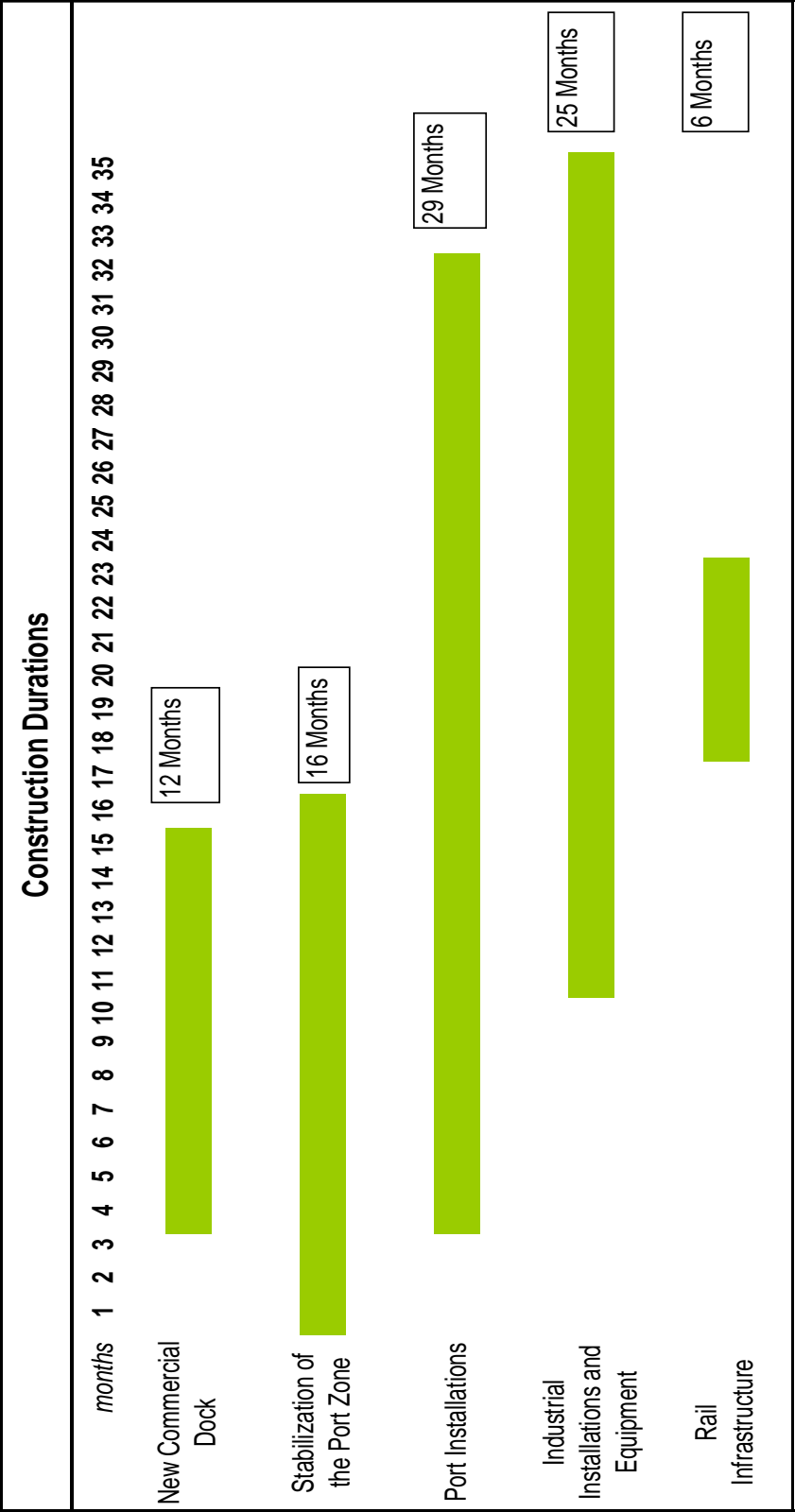
The materials used will be adapted to the marine environment.

The security and load factors will be based on the BS 6349 standard or international equivalent.

The design of concrete structures will be done in compliance with the BS 8500 standard or international equivalent.

*Construction Duration*

The present schedule is an approximation only and has been developed under the same principles applicable to the Project schedule provided in the Basic Agreement.



### *New Commercial Dock working zone*

Coordinates of the New Commercial Dock working zone:

Work Point	Northing	Easting
WP 1	N 1 177 500	E 541 100
WP 2	N 1 177 500	E 541 800
WP 3	N 1 177 750	E 541 900
WP 4	N 1 177 750	E 542 080
WP 5	N 1 177 450	E 542 086
WP 6	N 1 177 340	E 542 093
WP 7	N 1 177 360	E 542 142
WP 8	N 1 177 341	E 542 139
WP 9	N 1 177 285	E 542 033
WP 10	N 1 177 290	E 541 966
WP 11	N 1 177 327	E 541 918
WP 12	N 1 177 370	E 541 720
WP 13	N 1 177 255	E 541 695
WP 14	N 1 177 300	E 541 097

Coordinates of the Lay-down Zone:

Work Point	Northing	Easting
WP 2	N 1 177 500	E 541 800
WP 3	N 1 177 750	E 541 900
WP 4	N 1 177 750	E 542 080
WP 5	N 1 177 450	E 542 086



## **Annex 3 E – Operating principles regarding the use of the Main Railway Line and the Port**

### ***Operating rules:***

- (1) The Concessionaire is to provide sufficient daily train and channel slots over the number required by the combined operations which can be used as slots for either users to ensure that their production levels can be met.
- (2) The Concessionaire must ensure that all users are allowed to operate their trains and ships in an efficient manner to meet their production rates.
- (3) The Concessionaire will provide sufficient train and channel slots a day for the users. These slots will be spaced over the day to suit the train and ships operation schedules of the users.
- (4) The Concessionaire will not cancel an allocated slot once allocated, unless agreed to by the parties and the next available slot is offered in substitution provided there is no disruption to other allocated slots.
- (5) If any users' train or ship is late for its allotted slot the Concessionaire will ensure that the late train or ship can take up the next available slot provided there is no disruption to other allocated slots.
- (6) All parties shall work together to achieve the smooth and efficient operation of the supply chain being the combined port and railway infrastructures.

### ***Shipping Protocols:***

- (1) Shipping to be scheduled so that ship arrivals and departures are aligned to ships draft, water depth and current direction.
- (2) All ship movements incoming and outgoing within the boundary of the Channel will be subject to draft, water depth and current conditions.
- (3) Laden incoming and outgoing ships can move on the same tide, draft, depth and current permitting.
- (4) Laden outgoing ships have priority over laden incoming ships due to draft, water depth and current conditions.
- (5) Laden ships have priority over empty ships on incoming and outgoing tides.
- (6) The latest time a laden outgoing ship can sail is one hour before high tide.
- (7) Ships can move through the channel in either direction at 1 hour intervals dependent on berth availability, draft, water depth and current conditions.

## **Annex 3 F – Practical operating terms of the Technical Committee**

### **2.1: Composition:**

The Technical Committee shall be composed of two (2) representatives of each User (GAC SA and CBG), two (2) representatives of the Concessionaire and four (4) representatives of the State/ANAIM.

The Technical Committee will meet at least once every six months or more often, at the request of one of its members.

The Technical Committee shall be chaired by one of the State/ANAIM representatives and a representative of the Concessionaire shall serve as the Secretary.

Between its meetings, the chairman shall be responsible for the coordination of all communications within the Technical Committee.

### **2.2 Mission:**

#### **a)**

1. The mission of the Technical Committee is to take decisions regarding strategic questions with respect to the use, expansions and renovations of the infrastructures under concession.
2. The Technical Committee shall monitor the effective implementation of the Operations Agreement.
3. The Technical Committee is responsible for examining the annual programmes for railway transport and ship movements prepared and submitted by the Concessionaire on the basis of the individual programmes of the users established in accordance with this Operations Agreement in order to obtain a consensus on their application.
4. The Technical Committee is responsible for analysing and validating the investment proposals and the operation budget submitted by the Concessionaire.
5. Each member of the Technical Committee is responsible for making available to the Technical Committee the information necessary to fulfill its mission.
6. The Technical Committee is responsible for monitoring and advising the Concessionaire in order to improve the operation in order to reduce the operating costs of the infrastructures.
7. The Technical Committee is responsible for monitoring and providing advice regarding the management, use and maintenance of the infrastructures while having as main objective the optimum use as well as the users' production and profitability objectives, and this while maintaining a safe and secure environment accordance with the Rules of the Art.



b)

The Concessionaire is responsible for the maintenance of the Existing Infrastructure and the Additional Infrastructure and Installations of common use (subject to article 7.5 of the Operations Agreement as regards the New Commercial Dock) the day-to-day operation of the railway transport and ship movement operations in consultation with the users and in accordance with the provisions hereof and the Concession Agreement.

The Concessionaire shall resolve operational issues that may arise in relation with the objectives of the users in accordance with the annual programmes set out according to the Operations Agreement.

The Technical Committee shall not replace the Concessionaire as regards the day-to-day operation of the infrastructures mentioned in the Operations Agreement.

c)

The management of the Kamsar Port, responsible for the operation of the port will update the Kamsar Port Rules of 1997 and will set out new operating rules applicable to the Kamsar Port for the efficient and safe operation of the Port.

The management of the Main Railway Line, responsible for the operation of the Main Railway Line will set out new operating rules applicable to the Main Railway Line for the efficient and safe operation of the railway.

These new operating rules shall reflect the operating plans and methodologies agreed upon by GAC SA, CBG and the Concessionaire, and annexed hereto (Annex 3E). Both managements shall collaborate with the Technical Committee in this respect to ensure the practical implementation of such plans and methodologies. Once so finalized, the new operating rules applicable to the Main Railway Line and the Kamsar Port shall be submitted for approval to the relevant State authorities. Following such approval, the Technical Committee shall provide copies of such rules to all parties to the Operations Agreement.

## 2.3 Operation

For issues which do not relate to day-to-day operation, the Technical Committee shall adopt its decisions by consensus. If no consensus is reached within the period set out in the Operations Agreement or if, for an action for which the Operations Agreement has not provided for a period, no consensus is reached within 90 days following the date the Technical Committee discussed the necessity of a decision, then in each of these cases, the chairman, acting on behalf of the State – the owner of the infrastructures – will seek the advice of an independent expert whose competence in the field of infrastructures operation is internationally recognized, he will inform the parties and take his decision under his responsibility at the end of the period in question.

The application of this procedure and any decision taken by the State may not limit the right of any member of the Technical Committee to challenge such decision and to protect its rights against any adverse consequence which could result from such decision, such challenge shall be made in accordance with the dispute resolution provisions that exist in all the agreements to which such challenging party (to the Operations Agreement) is party.

## Annex 3 G – Current Port Charges

The Port Charges applicable at the Effective Date are as set out hereafter.

### PORT CHARGES 2010 (USD)

HARBOUR DUES & FEES			2010	2009	2008	2007	2006	
<b>FIXED RATES</b>								
Pilotage			0.04	0.04	0.04	0.04	0.04	NRT each way
Tugboat service	- Docking		400.00	400.00	400.00	400.00	400.00	Per vessel
	- Undocking		400.00	400.00	400.00	400.00	400.00	Per vessel
Light Dues			400.00	400.00	400.00	400.00	400.00	Per vessel per call
Harbour dues	- Anchorage		0.04	0.04	0.04	0.04	0.04	NRT per call
	- Alongside		0.07	0.07	0.07	0.07	0.07	NRT per call
Agent fees								
Small Misc	Under 5,000 NRT *		100.00	100.00	100.00	100.00	100.00	Per call
Banana car	Under 10,000 NRT		100.00	100.00	100.00	100.00	100.00	Per call
Freighters	Under 10,000 NRT		400.00	400.00	400.00	400.00	400.00	Per call
Tankers	Under 20,000 NRT		500.00	500.00	500.00	500.00	500.00	Per call
Bulk carriers	Over 20,000 NRT		600.00	600.00	600.00	600.00	600.00	Per call
* NRT = Net Registered Tonnage, referring to the English long ton of 2.240 pounds (1.016 kg)								
<b>VARIABLE RATES</b>								
Side wharfage			0.455	0.521	0.465	0.283	0.246	Per ton of cargo
Additional royalty for the maintenance of the Channel			0.047	0.047	0.033	0.033	0.034	Per ton of cargo
Top wharfage			0.219	0.219	0.085	0.085	0.098	Per ton of cargo
<b>Total variable rates</b>			<b>0.721</b>	<b>0.787</b>	<b>0.583</b>	<b>0.401</b>	<b>0.378</b>	<b>Per ton of cargo</b>
<b>SERVICES AT COST</b>								
Water			0.50	0.50	0.50		0.50	Per cubic meter
Custom			50.00	50.00	50.00		50.00	Per Week day
			65.00	65.00	65.00		65.00	Per Week End day
Health (Quarantine)			20.00	20.00	20.00		20.00	Per call
ANAIM (Merchant Marine Inspection)								
Import/export levy			0.100					Per cargo ton
a) First voyage in a calendar year			500.00	500.00	500.00		500.00	Per call
b) Each subsequent voyage			120.00	120.00	120.00		120.00	Per call
Ships guards			225.00	225.00	225.00		225.00	Per 24 hours
PTT (Permit to use SATCOM)			59.00	59.00	59.00		59.00	Per call
Doctor visit			25.00	25.00	25.00		25.00	Per visit
Hospitalization - Medical			150.00	150.00	150.00		150.00	Per day
Crew change/ Repatriation:								
a) immigration visa			50.00	50.00	50.00		50.00	Each
b) Escort			120.00	120.00	120.00		120.00	Fixed
c) Air fare Kamsar/Conakry			150.00	150.00	150.00		150.00	Each way
d) Transit fee (Hotel - food)			80.00	80.00	80.00		80.00	Per day
International air fare to be arranged by ship's owners prior to leaving as well as PTA tickets								

ANAIM and the Concessionaire will update the Port Charges from time to time.

### Annex 3 H – Capacity allocation principles

1. A capacity assessment using a proven methodology will be undertaken to determine "absolute daily capacity" ("**Capacity**").
2. Any portion of Capacity allocated to a user ("**User**") will be nominated "**Allocated Capacity**". A portion of Capacity which is not used will be nominated "**Unallocated Capacity**".
3. The Concessionaire must make a register of the Allocated Capacity and the Unallocated Capacity (the "**Capacity Register**"), keep it current and publish it at least twice per year.
4. When a User wants to be allocated a portion of Capacity, it makes a request to the Concessionaire, which allocates the Capacity on a "first come, first served" basis.
5. If the Unallocated Capacity is sufficient for the User requirements, the User will be allocated such Capacity and will pay for that Allocated Capacity.
6. Once Capacity is allocated, and as long as the use of the Capacity is being paid, the capacity will remain allocated for the entire duration of a User's project.
7. Should there be insufficient, Unallocated Capacity to accommodate the User requirements, he or the State will fund the necessary works to create additional Capacity ("**Additional Capacity**") and he will be allocated sufficient of this for his requirements. He will pay for that Additional Capacity and the charge will take account of the manner in which the Additional Capacity has been funded, whether by the State or by the User.
8. The Additional Capacity allocated to the User will be nominated as Allocated Capacity and recorded as such in the Capacity Register.
9. Any Additional Capacity not used by the User will be nominated as Unallocated Capacity and recorded as such in the Capacity Register.
10. Any Unallocated Capacity can be accessed by the Concessionaire on an ad-hoc basis for the benefit of all Users.

## Annex 3 I – Minutes concerning capacity