

to a credit in the amount of such overpayment against any Taxes and Duties that it owes Government.

- (c) Conformance to Law: Except as specifically provided in this Section 18, the obligations of LIBINCO shall be as prescribed by Law including the Financial Institution Act of Liberia.

SECTION 19: RECORDS, REPORTS AND INSPECTION

19.1 Maintenance of Records – LIBINCO shall maintain at its principal office in Liberia or, upon prior Notice to Government, at any other office in Liberia:

(a) An original of all scientific, agricultural, operational, technical, industrial and commercial records, studies and reports (except correspondence) received or compiled by LIBINCO in connection with its operations under this Agreement (together with any relevant underlying data); and

(b) Complete, accurate and systematic financial records of all of its transactions, worldwide, relating to its operations under this Agreement, including all sales of Oil Palm Products to LIBINCO customers or any sales by Affiliates of Oil Palm Products where such sales are used to compute any item of income, deduction or other amount affecting the liability of LIBINCO and of such books of account and other financial records of operations as may be required by Law.

19.2 Development Plan – LIBINCO shall submit an annual rolling 5-year development plan (the "Development Plan") which will include those items specified in Schedule B or as may be otherwise agreed by the Parties from time to time. Once submitted, the Development Plan shall be subject to review and comment, but not approval, by Government, except as provided for in this Agreement. Any reporting requirements which require approval by Government according to Law or this Agreement shall be reported separately as specified by Law or this Agreement.

19.3 Reports – LIBINCO shall submit such reports to Government, in such form, in such detail and at such times as Government may reasonably require, with respect to the subjects specified in Schedule "C" attached hereto or such other subjects as may be otherwise agreed by the Parties from time to time ("LIBINCO Activity Report"). To the extent that reporting requirements for the Development Plan and Reports on LIBINCO Activities overlap in frequency and content, they shall be included only in the Development Plan with appropriate reference. This Section 19.3 shall not relieve LIBINCO of its obligations to make such other reports as may be required by Law to such persons as designated by Law.

19.4 Inspection – Government may, through its authorized representative, at any reasonable time upon not less than 24 hours Notice, inspect the records of LIBINCO described in Section 18 hereof and (to the extent Production is not unreasonably disrupted) any and all facilities and areas related to any of the operations hereunder: LIBINCO shall make all reasonable arrangements to facilitate any such inspection and shall make its appropriate employees available to render assistance with respect to any such inspection.

19.5 Confidentiality – Trade secrets as is generally accepted in the Oil Palm industry to include marketing strategy, customer listing, processing information, etc shall be designated as confidential and shall be used only for the purpose for which it was obtained and shall be maintained in confidence as to third parties by Government and its representatives except as may otherwise be required by a final, non-appealable order of any court having jurisdiction. Should any Person make a demand upon Government in the course of litigation or apply to any court in Liberia for the production of such confidential information, Government shall timely provide Notice to LIBINCO prior to revealing such information so that LIBINCO may have an opportunity to intervene in the matter.

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