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23 ANNOTATIONS

By Page By Topic

All General Environment Fiscal Operations Social Legal Rules

Arbitration and dispute resolution

All disputes, controversies or differences of any kind which may arise between the government and Tree Farms Sudan in connection... more

Page 4 (Art. 7.2, Art. 7.1)

Assignment or transfer

Tree Farms Sudan has the right at any time during the lease period, to sell out and/or transfer the whole... more

Page 3 (Art. 5.1), Page 4 (Art. 9.5)

Cancellation or termination

The government reserves the right to terminate the lease should: (i) Tree Farms Sudan be declared bankrupt and unable to... more

Page 3 (Art. 5.2)

Closest community

Tindilo Payam.

If 250,000 hectares of suitable land is not found in Tindilo Payam and the plantation is expanded into neighboring... more

Page 2 (Art. 4.8), Page 4 (Art. 9.4), Page 6 (Appendix)

Financial obligations - community or commodity funds

For the purposes of holding and the use of the property Tree Farms Sudan shall pay the Tindilo local community,... more

Page 2 (Art. 4.6, Art. 4.8), Page 3 (Art. 4.9), Page 6 (Appendix)

Governing law

This contract shall be governed and construed by and in accordance with the laws of Southern Sudan.

Page 4 (Art. 8.1)

Hardship clause or force majeure

Either the government or Tree Farms Sudan shall not be liable for forfeiture of its performance security, liquidated damages of... more

Page 3 (Arts. 6.1 - 6.3)

Income tax: other

The government shall facilitate exemptions or state taxes, fees, and other relevant local rates imposed on machinery, equipment, plants, chemicals,... more

Page 2 (Art. 3.3)

Local development agreement

During the first 25 years of the contract, Tree Farms Sudan shall support as its contribution to the community, basic,... more

Page 1 (Art. 2.1), Page 2 (Art. 4.6), Page 6 (Appendix, Appendix), Page 7 (Appendix), Page 9 (Appendix)

Local employment

Tree Farms Sudan shall provide employment opportunities to the community

Page 2 (Art. 4.5)

Location

Tindilo Payam in Terekeka County, Central Equatoria State

Page 1 (Preamble)

Name of company executing document

Tree Farms Sudan Ltd.

Page 1 (Preamble)

Other - operational

The government shall facilitate through the local authorities and the concerned technical ministries/institutions all the necessary permits, licenses, concessions and guarantees required for the development of the property

Page 2 (Art. 3.2)

Renewal or extension of term

After the expiry of the agreed upon 99 years, the government and Tree Farms Sudan may renew the terms of the lease on new terms basis of mutual agreement

Page 1 (Art. 1.2)

Reporting requirements

The government shall, with the assistance from the technical departments, monitor, review and carry out evaluation of the progress of... more

Page 2 (Art. 3.4, Art. 4.2)

Resource(s)

Wood (Timber)

Page 1 (Preamble)

Size of concession area

179,999.1 hectares

Page 1 (Preamble)

State agency, national company or ministry executing the document

Ministry of Agriculture & Forestry, Central Equatoria State

Page 1 (Preamble)

Surface fees or rent

For the purposes of holding and the use of the property Tree Farms Sudan shall pay the Tindilo local community,... more

Page 2 (Art. 4.8), Page 3 (Art. 4.9)

Term

99 years

Page 1 (Art. 1.1)

Training

Tree Farms Sudan shall provide professional skills, expertise knowledge and capacity building of the local community. Tree Farms Sudan shall provide training to the community.

Page 2 (Art. 4.4, Art. 4.5)

Work and investment commitments

Tree Farms Sudan shall invest a total of US\$ 3 million over the next 5 years, to develop the property

Page 2 (Art. 4.1)

Year of contract signature

2008

Page 5 (Signature blocks)

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