



---

# COMMUNITY DEVELOPMENT AGREEMENT (CDA)

---

Subsidiary Agreement to Turarana Surface Access Rights Agreement  
(SAR) for Mining



AUGUST 1, 2018

WIN WIN INVESTMENT SOLOMON LIMITED  
P.O Box 1650 Henderson, Honiara Solomon Islands

*[Handwritten signatures]*

**COMMUNITY DEVELOPMENT AGREEMENT (CDA)**

Between

Win Win Investment Solomon Limited (Win Win)

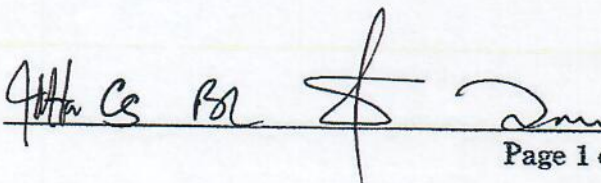
And

Koehoto Landowners Association ("Association")

Date: **Wednesday, 1 August 2018**

Prepared by

Mr. Dan Shi,  
Managing Director of Win Win Company  
251 Airport Motel  
P.O. Box 1650  
Honiara  
Solomon Islands

---

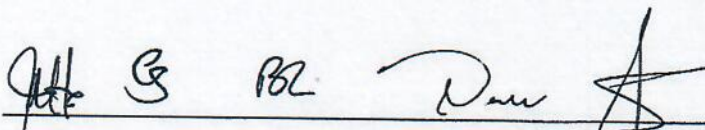


**THE PARTIES TO THIS COMMUNITY DEVELOPMENT AGREEMENT (CDA)  
ARE AS FOLLOWS:**

1. WIN WIN INVESTMENT SOLOMON LIMITED ("the Company") as party of the first part; and
2. KOEHOTO LANDOWNERS ASSOCIATION ("the Association") as party of the second party.

**WHERE AS:**

- A. The parties agree that the Win Win Investment Solomon Limited was granted with mining lease (ML:.....) to conduct mining operations within the mining area and is therefore have the mining rights and entitlements to develop, produce and sell gold and associated minerals extracted from the mining area.
- B. The parties acknowledge that there are various responsibilities, obligations and rights by Win Win in relation to community development within Turarana and to this Community Development Agreement (CDA) and to administer, manage and implement the same.
- C. The parties further recognise the mutual rights and obligations contained in this Community Development Agreement and other good and valuable consideration.
- D. The Win Win Company hereby acknowledge that the Koehoto landowners and community association herein is the lawful authority and shall be responsible for administering and developing of the Turarana community.

  
A horizontal line is drawn across the page, with several handwritten signatures above it. From left to right, the signatures appear to be: a stylized 'J' or 'G', a 'G', 'BL', 'Dau', and a large star-like symbol.



**NOW PARTIES AGREE AS FOLLOWS:**

**SECTION 1: DEFINITIONS AND INTERPRETATIONS**

*“Applicable Laws” means the laws of the Solomon Islands*

*“Agreement” means this Community Development Agreement (CDA)*

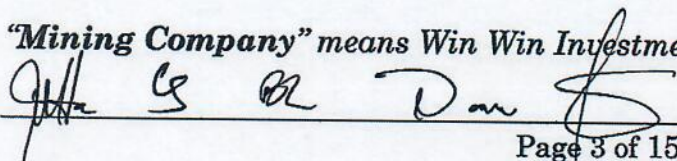
*“Communities in affected Areas” mean the communities within the Turarana gold deposit area*

*“The Association” means the Koehoto Landowners Association registered or incorporated under the laws of the Solomon Islands.*

*“Force Majeure” means any event or circumstances which a party could not reasonably expected to prevent or control, including among other things, war, insurrections, civil disturbances, blockages, embargoes, strikes, and other labour conflicts, riots, endemics, earthquakes, storms, floods, or other adverse weather conditions, explosions, fire or lightening, acts of terrorism, or the availability or breakdown of material or equipment.*

*“Mining Agreement” means the Mining Agreement of.....  
between the Solomon Islands Government and Win Win Investment Solomon Limited*

*“Mining Company” means Win Win Investment Solomon Limited*

  
\_\_\_\_\_



*“Mining Area” means area specifically delineated in the Mining Agreement of..... as ML:.....*

*“Net proceeds” means proceeds after taxes, royalties and operational costs*

*“Provincial Government” means Guadalcanal Provincial Government*

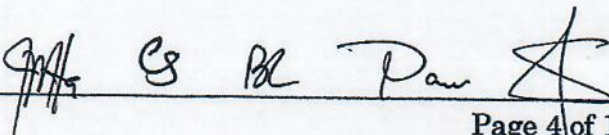
## **SECTION 2: SUBJECT AND OBJECTIVES**

2.1. The purpose of this Community Development Agreement is to comply with the Mining Company’s obligation under the Mining Agreement of the..... between the Solomon Islands Government (SIG) and Win Win Investment Solomon Limited.

2.2. That the objectives of this agreement is to:

- a) Promote sustainable development
- b) Enhance general welfare and quality of life; and
- c) Promote traditions and customs within the area of Guadalcanal Province

2.3. The provisions and objectives of this Agreement shall be administered, managed and implemented by the Association appointed or selected in accordance with procedures established by the Director of Mines, with relevant interest stakeholder within the areas affected by the mining operation.

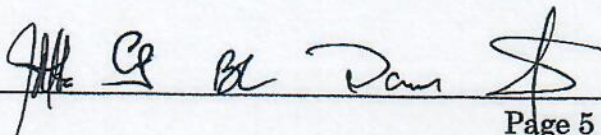




2.4. Such Association shall be registered or incorporated under the laws of the Solomon Islands.

### **SECTION 3: COMMUNITY DEVELOPMENT TRUST FUND**

- 3.1. That Win Win Company shall establish a Community Trust Fund Account for the Association to assist in facilitating and implementing the objectives of this agreement.
- 3.2. The Win Win Company shall be responsible to deposit payments into such trust fund account of the Association held within any Commercial Banks operating in the Solomon Islands of:
- 3.0% per net export proceeds within the mining area annually.
- 3.3. The Win Win Company shall within 90 days as of the date of export provide relevant export documentations to the Association in writing.
- 3.4. The Association shall in consultation with the Win Win Company develop an Annual Budget to facilitate and implement the objectives of this Agreement.
- 3.5. The Annual Budgets, disbursements, all periodic and audit reports shall be prepared by Audit/Accounting Firm – V- wise company concerning Community Development Trust Account and shall subject to the Constitution of the Association be made accessible and available to the public.



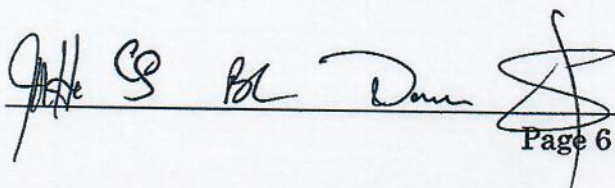


#### **SECTION 4: LOCAL BUSINESS DEVELOPMENT PROGRAMS**

- 4.1. The Win Win Company subject to its responsibilities to the national and provincial government concerning economic growth and development shall develop a local business development program in the area in communities of affected areas by the mining operations.
- 4.2. The Association shall be responsible for the consultation, planning and implementation of such development programs in consultation with the provincial government, landowner liaison officer and communities affected by the mining operation.

#### **SECTION 5: COMMUNITY HEALTH**

- 5.1. The Win Win Company subject to its responsibilities to the national and provincial governments health policies shall:
- a) negotiate with an independent health provider to build or develop and provide medical health facilities and services within the Turarana;
  - b) provide health and awareness, medical treatment, care and attention at an acceptable standards to all inhabitants of the qualified within the communities of Turarana affected by the mining, and
  - c) maintained an adequate and properly staffed clinic or hospital managed by a qualified nurses and resident medical doctors and professionals.





## **SECTION 6: SCHOLARSHIP AND EDUCATION**

- 6.1. The Win Win Company shall provide two (2) scholarships to recipients as nominated by the Association annually.

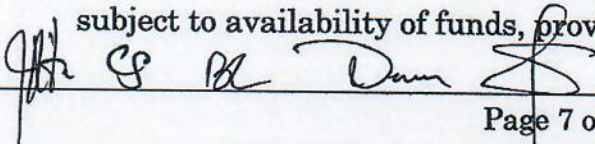
## **SECTION 7: EMPLOYMENT AND TRAINING**

- 7.1. The Win Win Company shall select employees within Turarana and residents of Guadalcanal Province, and other Solomon Islanders who are competent and qualified to work as executive officers, engineers, consultants, technicians, and skilled and semi-skilled labours.

- 7.2. The Win Win Company shall, where it is necessary consult the Association, to develop, organise and implement an annual training plan with the objectives to:

- a) train employees within Turarana to upgrade their skills and provide practical experience;
- b) train employees within Turarana in consistency with the Win Win human resource development plan; and
- c) upgrade selected employees qualification within Turarana by enrolling them for further studies inside or outside the Solomon Islands on contractual basis.

- 7.3. The Win Win Company shall in consultation with the Association and the Provincial Government, in consistency with available resources and subject to availability of funds, provide or coordinate development and





training programs for local employees within the mining lease such as to enable them achieve technical, administrative, and managerial positions with the objectives to:

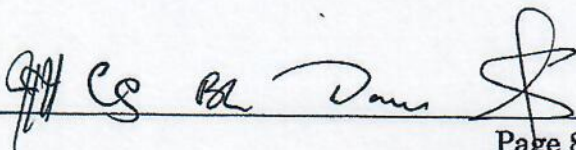
- i. establish vocational and training centres to facilitate training programs for the communities within the local qualified community, and
- ii. enhance such training and education opportunities as already exist in the vicinity of the local community.

## **SECTION 8: LABOUR STANDARDS**

- 8.1. The Win Win Company shall adhere to the provisions of labour and related laws of the Solomon Islands and prescribed standards therein.
- 8.2. The Win Win Company shall not engage in or support discrimination in employment, remuneration, access to training, promotion, termination, retirement, etc based on race, nation or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, political opinion, age etc.

## **SECTION 9: HEALTH AND SAFETY**

- 9.1. The Win Win Company shall observe good industry practice for the protection of the general health and safety of its employees including any other persons having legal access to mining area.





9.2. The Win Win Company shall set up and use modern safety devices and observe safety precautions as provided and observed under good industry practice. Such observations include maintaining the safety and sound conditions of all infrastructures and equipment used or acquired in connection with the mining operations.

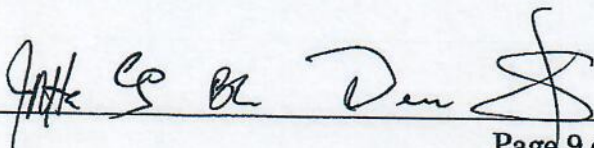
9.3. The Win Win Company shall train its employees in accordance with general accepted standard of health and safety procedures and practices.

9.4. The Win Win Company shall construct, maintain and operate health programs and facilities to serve its employees in accordance with acceptable level of medical standards. Such obligations include suitable living environment where Win Win provides housing to meet applicable sanitation standards.

## **SECTION 10: ENVIRONMENT ASSURANCE**

### **10.1. Closure Plan and obligations**

- a) The Win Win Company shall consult with the Association and communities in the affected areas and develop a Mining Rehabilitation and Closure Plan. Such plan will address the anticipated environment, social and economic state of the area mined for the next five (5) years after the mining operation is completed.
- b) Where a final Mining Rehabilitation and Closure Plan is made, any amendment may be made upon agreement by the parties, even during the performance of closure activities period, subject to any approval required by applicable laws.

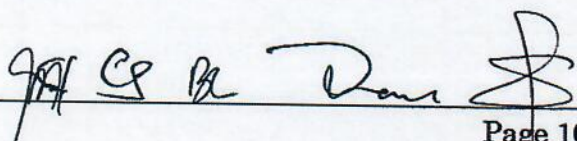




- c) Subsequent to developing such plan, Win Win shall provide a copy of the proposed Mining Rehabilitation and Closure Plan to the Solomon Islands Government for review and comment.
- d) The Win Win Company shall continue to perform its environmental obligations under the Environmental Management Plan and Mining Rehabilitation and Closure Plan and provide progress report to the Solomon Islands Government after the cessation of the commercial production period.
- e) Upon completion of the final Mining Rehabilitation and Closure Plan, the Solomon Islands Government shall assess the mining area and provide Win Win with a report by notice, whether there was complete compliance upon closure with the final Mining Rehabilitation and Closure Plan.

10.2. Post Closure Monitoring

- a) The Win Win Company shall consult the Association and the landowners in the affected to establish a Monitoring Committee. Such monitoring committee shall have the mandate to supervise and monitor the geophysical stability, water quality, and rehabilitation of contaminated sites, and restoration of mining affected land areas for post closure use.
- b) Such Monitoring Committee shall perform post closure monitoring for a period after the cessation of the commercial production period the length of which shall be agreed in the final Mining Rehabilitation and Closure Plan.





## SECTION 11: DISPUTE RESOLUTION

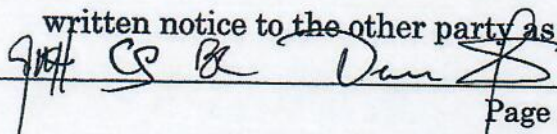
- 11.1. The Win Win Company shall in consultation with the Association, establish a Dispute Resolution Mechanism to receive and facilitate resolution of the affected qualified communities concerns and grievances about any environmental and social impacts or activities related to the mining operation.
- 11.2. A party may refer or initiate proceedings via any other tribunals as established by the law once his or her complain is not resolved within 60 days of raising the complaint to the dispute resolution mechanism being set up under this agreement.
- 11.3. The Dispute Resolution Mechanism shall not impede or be a bar for any concerns or grievances to be further referred to a judicial or administrative body to adjudicate as established by laws of Solomon Islands.

## SECTION 12: GOVERNING LAW AND JURISDICTION

- 12.1 This agreement shall be governed and interpreted in accordance with the laws of the Solomon Islands. Any dispute arising in connection with this Agreement and which cannot be settled on an amicable basis shall be submitted to the exclusive jurisdiction of Courts of Solomon Islands.

## SECTION 13: FORCE MAJEURE

- 13.1 Where a party is prevented from complying with this Agreement, in whole or in part by an event or a circumstance of a force majeure, it shall give written notice to the other party as soon as practical after its occurrence and





the obligations of that party other than payment of money due, the performance of which are prevented by the Force Majeure event or circumstance shall be suspended during the continuance of such Force Majeure.

13.2 The term of this Agreement shall be automatically extended for the period of the Force Majeure.

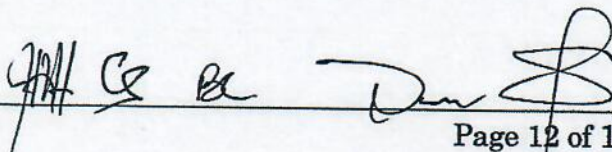
13.3 If an obligation is suspended by reason of Force Majeure for more than 1 year, the parties shall enter into good faith negotiations to revise the terms of this Agreement to reflect the changes circumstances, provided that this Agreement shall remain in effect during the period during which the parties are negotiating the terms of any such revision, provided that nothing in this Agreement shall require Win Win to settle any strike or other labour dispute otherwise than on terms acceptable to it, or to contest the validity or enforceability of any law, regulation, order, determination, or other legal proceeding.

#### **SECTION 14: DURATION AND EFFECTIVE DATE**

14.1. The expiry or duration of this Agreement shall be determined by the planned end of the commercial production period or upon termination.

14.2. Taking into account that all related payments done since the commencement of the mining operations, this agreement shall take effect upon the date of execution, being (...) July 2018 and will not be retrospectively.

14.3. This Agreement shall be reviewed by the parties within a year of its execution and shall thereafter be reviewed after every 3 years.



Two handwritten signatures are present above a horizontal line. The signature on the left consists of three distinct initials, and the signature on the right is a more complex, stylized script.



**SECTION 15: TERMINATION**

15.1. Each party to this Agreement shall provide a six months' notice of its intention to terminate this agreement before any termination.

**SECTION 16: NOTICES**

16.1. All notices to be made or given by a party hereunder shall be in writing and delivered:

a) For Mining Company to:

Mr. Dan Shi, Managing Director  
251 Airport Motel,  
P.O. Box 1650  
Henderson, Honiara  
Solomon Islands

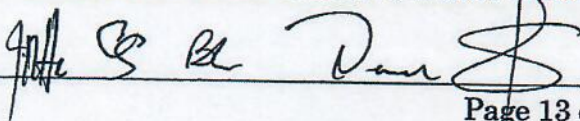
(a) In the case of the Koehoto Landowners Association to:

Care of Koehoto Landowners Association  
P.O. Box 1316  
Honiara, Solomon Islands  
Telephone: TBC  
Fax: TBC  
Email: TBC

**SECTION 17: AGREEMENTS AND AMENDMENTS**

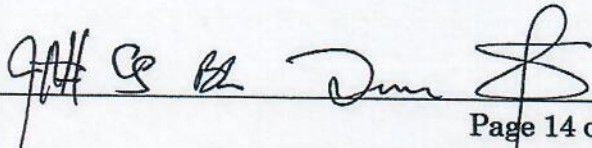
17.1 This Agreement constitutes the entire agreement between the parties relative to the matters referred to herein and supersedes any other agreement, whether oral or writing, which may have existed between the parties.

17.2 Any modification or amendments to this Agreement shall be in writing and shall become effective if and when signed by both parties





**IN WITNESS WHEREOF** the parties here to cause this Community Development Agreement (CDA) to be entered into by the signatures of their duly authorized representatives:

  
\_\_\_\_\_



**ON BEHALF OF WIN WIN INVESTMENT SOLOMON LIMITED**

*[Handwritten Signature]*  
.....  
**THE COMMON SEAL OF WIN WIN INVESTMENT SOLOMON LIMITED**

Dan Shi  
Managing Director

Witnessed by:

Name:..... **SHI DAN** .....  
Occupation:..... **Win Win Chairman** .....  
Signature:..... *[Handwritten Signature]* .....  
Date:..... **1st August 2018** .....

**ON BEHALF OF KOEHOTO LANDOWNERS ASSOCIATION**

Being the Landowners of Turarana:

*[Handwritten Signature]*  
.....  
**THE COMMON SEAL OF KOEHOTO LAND OWNERS ASSOCIATION**

Celestine Seri  
Chairman

Witnessed by:

Name:..... **CELESTIN SERI** .....  
Occupation:..... **Farmer / Chairman** .....  
Signature:..... *[Handwritten Signature]* .....  
Date:..... **1st August 2018** .....

*[Handwritten Signature]*  
.....  
Jacob Hallon  
Vice chairman

Witnessed by:

Name:..... **Jacob Hallon** .....



Occupation: Vice Chairman  
Signature: [Signature]  
Date: 01/08/2018

Bri [Signature]  
Brian Lasi  
Secretary

Witnessed by:

Name: Brian Lasi  
Occupation: KLA - Secretary  
Signature: [Signature]  
Date: 01.08.2018

[Signature]  
Samson Churu  
Treasurer

Witnessed by:

Name: Samson Churu  
Occupation: KLA Treasurer  
Signature: [Signature]  
Date: 01/08/2018