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AFRICAN
BARRICK
GOLD

MEMORANDUM OF UNDERSTANDING

BETWEEN

RPC (TARIME-RORYA SPECIAL ZONE) and successors

TANZANIA POLICE FORCE, COMMUNITY POLICING UNIT (PHQ)

AND

NORTH MARA GOLD MINE LIMITED

Concerning

PROVISION OF ASSISTANCE IN PROVIDING COMMUNITY
POLICING SERVICES AND MAINTAINING LAW AND ORDER IN
AND AROUND THE NORTH MARA GOLD MINE

08th July, 2010

WHEREAS, the Tanzania Police Force (and together with the RPC (Tarime-Rorya Special Zone), the “Police”) is an organ of the United Republic of Tanzania vested with the responsibility of, among others, ensuring public security, safety and protection of both life and property of all inhabitants, to reduce the impact of crime on the inhabitants of community through investigation, apprehension, and adjudication of persons involved in criminal offences, and involving the community within the policing processes required to prevent crime, to solve crime, and to create an environment that builds an effective working relationship between the community and the Tanzania Police Force;

AND WHEREAS North Mara Gold Mine Limited (the “Company”) is a company registered and existing under the laws of the United Republic of Tanzania with its registered offices at Plot 1736 Kahama Road/Hamza Aziz Road, Msasani Peninsula P.O. Box 1081 Dar es Salaam Tanzania wholly owned subsidiary company of African Barrick Gold Plc (“ABG”), and operates a mine in Mara Region in the United Republic of Tanzania known as North Mara Gold Mine (the “Mine Site”);

WHEREAS the Company is devoted to corporate social responsibility and will offer reasonable support to various social and legal establishments in achieving their goals;

AND WHEREAS the Tanzania Police Force desires to increase community involvement in policing (specifically, to strengthen the capacity of the community to prevent and solve crime and of the Tanzania Police Force to work with the community) and such involvement is consistent with key result area 6 of the Tanzania Police Force Reform Programme (TPFRP) Medium Term Strategy 2009/10 – 2013/14 Volume 1.

Purpose:

Given that the Mine Site is located in a remote area of the United Republic of Tanzania without adequate public infrastructure; and given limited resources of the Police and the Police’s stated desire to strengthen the capacity of the community to prevent and solve crime and of the Tanzania Police Force to work with the community, the Company

intends to support the police in its responsibility of maintaining law and order in and around the Mine Site;

The Company intends to provide the Police, on a voluntary basis, with reasonable monetary and in-kind support, solely to assist the Police in providing community policing services and assistance in maintaining law and order in and around the Mine Site. The support provided shall be in-kind whenever possible, reasonable in amount, and directly related to providing assistance in community policing services and maintaining law and order in and around the Mine Site.

Guidelines:

The Company is a wholly owned subsidiary of ABG, and is required to abide by social responsibility principles, legal obligations, policies and guidelines of ABG within all applicable jurisdictions. Specific examples of such obligations or guidelines are the Voluntary Principles on Security and Human Rights, and the Foreign Corrupt Practices Act (United States of America). In providing this support, the Company will be guided by these principles.

The Tanzania Police Force is committed broadly to implementing the initiatives contained within the Tanzania Police Force Reform Programme (TPFRP) Medium Term Strategy 2009/10 – 2013/14 Volume 1 and this agreement is consistent with the objectives stated therein (A) to strengthen the capacity of the community to prevent and solve crime and (B) to strengthen the capacity of the Tanzania Police Force to work with the community.

1. **PROVISION OF ASSISTANCE IN COMMUNITY POLICING SERVICES AND MAINTAINING LAW AND ORDER IN AND AROUND THE MINE SITE**
- 1.1. The Police and the Company agree to work together in support of the provision of community policing services through the Tanzania Police Community Policing

Unit and other policing and security initiatives in and around the Mine Site as follows:

- 1.1.1. The Company will provide the Police with required assistance as specified within this Memorandum of Understanding (this "MoU"), and the Police will provide community policing services and maintain law and order in and around the Mine Site.
- 1.1.2. Unless requested by the ABG Corporate Security Manager or if unavailable, the Mine Site Security Manager, it is agreed that all security services provided by the Police shall be outside the perimeter of the Mine Site security fence and shall be focused on providing a service to improve the law and order in the area.
- 1.1.3. The police shall deploy policing resources as deemed fit by the Regional Police Commander (Tarime-Rorya Special Zone) (the "RPC"), utilizing such resources that are available to the RPC.
- 1.1.4. All Police personnel receiving support as detailed in this MOU shall, in discharging their responsibilities, comply with all relevant laws of Tanzania, as well as relevant directives, by-laws and regulations including use of only the minimum force necessary to control any violent situation in accordance with said laws of the United Republic of Tanzania (including, The Penal Code, The Criminal Procedure Act, The Police General Orders, and any other relevant legislation), as well as the Voluntary Principles on Security and Human Rights (http://www.voluntaryprinciples.org/files/voluntary_principles.pdf) and the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (http://www.unhcr.ch/html/menu3/b/h_comp43.htm) (jointly, "International Law Enforcement Principles").
- 1.1.5. The Police shall assign officers to the Mine Site who have received training by the Police or others in relation to the principles and standards of the International Law Enforcement Principles and who have not been the subject of credible allegations of violations of International Law Enforcement Principles or other laws.
- 1.1.6. Whenever Police officers enter the Mine Site compound, they shall observe the laws, rules and regulations of Tanzania, Company security and safety policies and procedures as well as other Mine Site guidelines to be provided to the Police point of contact (as identified below), and International Law Enforcement Principles.

- 1.1.7. Both the Police and any individual officers who may be the recipients of support contemplated in this MOU are authorized to accept directly the support identified herein.
- 1.1.8. Before support is provided by the Company, the Police shall provide, on a daily basis or periodically as shall be determined by parties, a written roster of the name and service number of each officer assigned to and serving the Mine Site under this MoU. No support shall be provided to officers who are not listed on the formal roster for any given period as provided by the Police.
- 1.1.9. The Police shall provide the Company with any additional information as may reasonably be requested by the Company to verify receipt of support, the proper recipients of support, or any other matter necessary or appropriate to verify use of the support for the intended purpose and to allow for proper and accurate recording in the accounts of the Company.
- 1.1.10. The officers of the Police posted to the Mine Site act under the orders of their hierarchical Police officers, who will be responsible for (a) supervision and discipline, (b) selecting personnel to be posted to the Mine Site, and (c) issuing assignments to individual Police officers, in coordination with the Mine Site Security Manager (or his designee). The officers posted to the Mine Site shall be, and shall be deemed to be, duly selected and approved for assignment by the Police.
- 1.1.11. In the event of death or disability to any Police personnel while assigned to the Mine Site, the Police shall indemnify and hold harmless the Company from and against all claims by said Police personnel or his/her family and dependants including, without limitation, claims under the provisions of the Worker's Compensation Act. This shall not limit or hinder police personnel in the exercise of rights from his employer (Ministry of Home Affairs), as may be applicable.
- 1.2. Nothing in this Memorandum of Understanding is intended or shall be construed to establish an employment, agency, or joint venture relationship between the Police or any Police officers on the one hand, and the Company or ABG on the other hand, under Tanzanian labour laws, Tanzanian tax laws, or any other law.
- 1.3. In case of any complaint against any Police officers assigned to the Mine Site, whether submitted by the Company or any third party, the Police shall fully investigate and resolve the issue according to the established Police procedures, and any officer(s) or individual(s) under investigation shall be suspended or removed from the Mine Site, and the Corporate Security Manager and ABG General Counsel shall be so notified, and a formal notification to the Corporate



Security Manager and ABG General Counsel of the outcome of the investigation and steps taken should be made.

- 1.4. The Company shall have the right to suggest to the police administration to remove a particular Police officer from the Mine Site if it has reasonable grounds to believe that the particular Police officer is jeopardizing common efforts of the police and the Company to maintain law and order in and around the Mine Site.

2. SUPPORT BY THE COMPANY

- 2.1. The Company shall provide fuel for Police motor vehicles on an in-kind basis, solely for use in connection with the assistance provided by the Police at, or in the immediate area of, the Mine Site. Any and all fuel provided shall be recorded in a log to be retained by the Mine Site Security Manager.
- 2.2. The Company may provide the Police, on an in-kind basis, standard commercial passenger vehicles for use in and around the Mine Site. The use of any vehicles will be limited to performing official Police functions in and around the Mine Site.
- 2.3. The Company undertakes to conduct routine service or preventive maintenance to Police vehicles as are used in the policing activities referred to under this MoU.
- 2.4. In order to assist the Police to effectively carry out their duties in and around the Mine Site, the Company will provide monetary support in the form of per diems in accordance with published government procedures and per diem rates. Only Police officers who have been designated and listed in the roster as working at the Mine Site (or around the Mine Site), and introduced to the Mine Site Security Manager, are eligible to receive per diems.

— Each approved Police officer shall be required to sign, in person, a receipt for his or her per diem payment. No payments will be made outside of the approved payment process. Payments shall be provided in accordance with written procedures issued by the Corporate Security Manager. The Company shall maintain a list of names of Police officers working on the Mine Site, which may be used as the signoff sheet for proper payment of per diems to Police officers on the Mine Site.

- 2.5. Accommodation and meals (breakfast, lunch and dinner) may be provided on an in-kind basis for Police officers assigned to supporting police activities in providing law and order in and around the Mine Site at the discretion of the Mine Site Security Manager. Only Police officers who have been designated and listed in the roster as working at the Mine Site (or around the Mine Site) are eligible for accommodation and meals. The Mine Site Security Manager will maintain a log recording the individual recipients of meals and accommodations and periods of

time for which such support is provided, as well as a separate entry and exit log of all furniture, equipment, and other goods provided as part of accommodations. No accommodations or meals will be provided outside of this approved process.

- 2.6. In the case of serious injury while on duty at the Mine Site and providing assistance in maintaining law and order directly at the Mine Site, the Company agrees to provide reasonable medical treatment on site or emergency medical treatment elsewhere within Tanzania. In the case of death while on duty at the Mine Site and providing assistance in maintaining law and order directly at the Mine Site, the Company agrees to provide reasonable assistance for funeral expenses as approved by the Chief Operating Officer (COO).
- 2.7. A specific schedule detailing the monetary support (including per diems and any other type of monetary support) and in-kind support (including accommodations, meals, vehicles, fuel, and any administrative support) to be provided under this MoU shall be developed and agreed upon by the Corporate Security Manager and the RPC, and included as Annex A to this MoU. This schedule will include the specific amounts and types of support to be provided. This schedule may be amended, and as amended shall become effective upon the agreement of the Company via the office of the ABG General Counsel to make such changes and the Police authorization for receipt of such changes, both of which shall be evidenced by a written and duly authorized signed instrument.
- 2.8. All requests for support to the Police other than as provided in this MoU must be requested in writing, directed to, and approved by the Corporate Security Manager and ABG General Counsel. A sample request letter is attached hereto as Exhibit A.
- 2.9. The monetary and in-kind support is not being provided in connection with, in furtherance of, or conditioned on any specific assignment the Police may undertake when deployed to the Mine Site or surrounding area. In providing support to the Police, the Company and the Mine Site have no authority to supervise, direct, or control any mission, assignment, or function of the Police or any member thereof. However, to maximize protection and responsiveness to security concerns, the Company shall always be in coordination, cooperation, and communication with the Police regarding security and safety issues, including human rights. The Company shall have the right to refuse any individual Police personnel that fail to meet the standards set forth in this MoU.
- 2.10. None of the support the Company provides shall be used to obtain any weapon or weaponry (lethal or non-lethal), ammunition (lethal or non-lethal), or any form of lethal equipment or gear or for any purpose other than as set out in the MoU. The Company may unilaterally apply other conditions or limitations on the provision of any support contemplated by this MOU. Any such additional conditions or

limitations shall be conveyed by the Corporate Security Manager, in writing, and directed to the Police point of contact as indicated below.

- 2.11. In case of any criminal incident, or any impending criminal incident at or around the Mine Site of which the Police become aware or in which the Police takes any action, the Police shall formally report the incident in writing to the Company as soon as possible. The Company may request any such additional information it may require and the Police shall provide such information as requested.
- 2.12. The Company shall maintain all records relating to the above-mentioned support (notably any receipts obtained from the persons benefiting from per diem or other payments permitted under this MOU) and shall make them (or other information reasonably requested) available to the Police or to any other relevant and duly authorized public authority, which may consult them at the Mine Site, upon reasonable notice.
- 2.13. None of the support identified in this MoU creates any private right of action against the Company or ABG by the Police or any Police officer, including in connection with any legal duty of care related to the provision of support.
- 2.14. The ABG point of contact for all complaints or issues regarding this MoU is the Corporate Security Manager or such other person as may be nominated by the Chief Operating Officer – ABG.
- 2.15. The Police point of contact for all complaints or issues regarding this MoU is the Commissioner of Operations, or such other person as may be nominated by the Inspector General of Police.
- 2.16. A formal, 'minuted' meeting shall take place a minimum of once per month between the ABG point of contact (or designate) and the Police point of contact (or designate). All meetings shall be telephonic, unless expressly agreed by the ABG Corporate Security Manager. To the extent travel is required by the Police point of contact (or designate) for any meeting, the Company will provide reasonable travel support, on an in-kind basis whenever possible, and in a manner and pursuant to procedures to be determined by the ABG Corporate Security Manager. Prior to each meeting, the ABG Corporate Security Manager shall provide an agenda of issues to be discussed to the participating parties. Minutes of this meeting shall be kept by the ABG Corporate Security Manager.
- 2.17. Disputes regarding this MoU which remain unresolved after 30 days of being raised by either of the Police point of contact or the ABG point of contact shall be referred by such points of contact to the Inspector General of Police and to the ABG General Counsel for resolution.

3. COMMENCEMENT OF MOU

- 3.1. This MoU shall commence on 08th July, 2010 and shall terminate on 07th July, 2012.
- 3.2. Any revision, amendment, or further clarification of this MoU shall be done in writing, with the agreement of the parties.
- 3.3. All support provided under this MoU shall be open and transparent, and the Company, ABG and the Police can disclose information regarding such support, as well as this Memorandum of Understanding, to regulatory or other authorities of any country having jurisdiction over its affairs, and to any other third party.
- 3.4. The Company may terminate its voluntary support at any time with a prior notice of three working days. The Company shall automatically terminate its support if it is determined to be in violation of any law applicable to the Company or ABG or that such support could subject the Company or ABG to any sanction or penalty under any such law.

IN WITNESS whereof the parties hereto have duly executed and delivered this MOU as of the date first above written.

Signed for and on behalf of:

NORTH MARA GOLD MINE LIMITED

By: 

Name: Deodatus Mwenyika
Title: VP: Corporate Affairs

Date: 08 July 2010

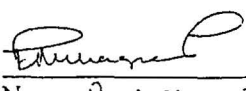
Witnessed by:

By: 

Name: Philbert Ruyemamu
Title: Agreement Relations Manager

Date: 08 July 2010

TANZANIA POLICE FORCE

By: 

Name: Paul Chigoga
Title: CPO

Date: 9 July 2010

Witnessed by:

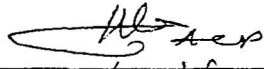
By: 

Name: ENGELBERT KUMBO
Title: CO- COMM. POLICING

Date: 9 July 2010

Acknowledged and agreed by:

RPC (TARIME-RORYA SPECIAL ZONE)

By: 

Name: Constantine J. Alau
Title: RPC Tarime Nanyika

Date: 21/7/2010

By: 

Name: SEBASTIAN B. ZARIARA
Title: STAFF OFFICER I

Date: 21.07.2010

REGIONAL POLICE COMMANDER
TARIME/RORYA

KNY. KAMANDA WA POLISI
MKOA WA KIPOLISI
TARIME/RORYA

**SCHEDULE OF MONETARY AND IN-KIND SUPPORT
TO BE PROVIDED BY THE COMPANY**

The Company shall provide the following specific support in accordance with MOU for up to two [2] Police officers, up to twenty-five (25) members of the Field Force Unit and up to five (5) officers from Police Headquarters in Dar es Salaam (the "Police Personnel"):

- A. For Field Force Unit members and officers from Police Headquarters in Dar es Salaam only, monetary support in the form of per diems in accordance with published government procedures and per diem rates;
- B. Three (3) standard commercial passenger vehicles for use in patrolling at, or in the immediate area of, the Mine Site;
- C. Fuel for Police vehicles used solely in connection with the assistance provided by the Police at, or in the immediate area of, the Mine Site, in an amount to be determined by the Mine Site General Manager;
- D. Accommodation and meals (breakfast, lunch and dinner) for the Police Personnel when assigned duty to the Mine Site;
- E. One (1) laptop and one (1) desktop computer to allow the Community Policing Unit (Police Headquarters) to communicate with the Company and enhance the development of the community policing program (ALREADY PROVIDED);
- F. Reasonable printing material support (e.g., posters, flyers, booklets, etc.), as deemed appropriate by the Company, in the development of Police stations in the Mara Region and Mine Site operating area in specific;
- G. Reasonable assistance, as deemed appropriate by the Company, in developing and sustaining community policing initiatives with its broader programs (e.g., neighborhood watch, school programs, gender issues, etc.);
- H. Reasonable assistance in facilitating officers' mobility and transit expenses for up to five members of the Tanzania Police Force (Community Policing Unit) when assigned duty to North Mara, as deemed appropriate by the Mine Site General Manager.
- I. Joint security and training initiatives with the ABG use of force options;
- J. Support as deemed appropriate by the Company to the Joint Task Force on Crime established by the Tanzania Police Force;
- K. Periodic transportation support to Police of trespassers apprehended in and around the Mine Site; and
- L. Such other support as permitted under and requested in accordance with the MOU.

FORM OF REQUEST LETTER

[Date]

[RPC's First and Last Name]
Regional Police Commander
(Tarime - Rorya Special Zone)
Tanzania Police Force
[Insert Address of RPC]

North Mara Gold Mine Limited
c/o ABG Tanzania
Plot 1736 Kahama Road/
Hamza Aziz Road Msasani Peninsula
PO Box 1081 Dar es Salaam
Tanzania
Fax: (+255 22) 2600 210

Attention: ABG Corporate Security Manager
ABG General Counsel

RE: REQUEST FOR [MONETARY OR IN-KIND] SUPPORT

Dear Sir/Madam:

The Tanzania Police Force (the "Police") is an organ of the United Republic of Tanzania vested with the responsibility of, among other things, ensuring public security, safety, and protection of both the life and property, and is committed to engaging in partnerships and cooperation with stakeholders and community members among the lawful citizenry to achieve peace and order throughout the United Republic of Tanzania.

In accordance with the Memorandum of Understanding, dated ____, 2010, among North Mara Gold Mine Limited (the "Company"), the Police and the RPC (Tarime-Rorya Special Zone) (the "MOU") we are writing to you to request the assistance contained in this letter to assist the Police in providing community policing services and maintaining law and order in and around the mine in the Tarime District, Mara Region in the United Republic of Tanzania known as North Mara Gold Mine (the "Mine Site").

Given the remoteness and lack of substantial infrastructure in the area and for other reasons identified in the MOU, the Tanzania Police Force requests the Company's cooperation in: [STATE PURPOSE FOR ADDITIONAL SUPPORT, e.g., specific security situation, to maintain law and order, specific community policing initiative, change in type of Mine Site functioning, etc.] in order to help ensure law and order in the North



Mara area. Specifically, the Tanzanian Police Force requests that the Company provide: [SPECIFY THE AMOUNT AND TYPE OF MONETARY OR IN-KIND SUPPORT REQUESTED, e.g. out of station allowances, per diems, meals, accommodations, vehicles, phone cards, equipment such as binoculars, tents, ropes, etc.; administrative expenses related to printing, telephones, computers, etc.]. The support requested in this letter would be subject to the same terms and conditions contained in the MOU.

We appreciate your immediate consideration of this request, and forward to hearing from you soon.

Sincerely,

[Name]
[Title]

