

Execution version

DATE: 8 DECEMBER 2011

**SUMA LUMBER COMPANY N.V.**

**(as the Borrower)**

**AND**

**GREENHEART FOREST SURINAME SUMA LIMITED**

**(as the Lender)**

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**LOAN AGREEMENT  
FOR A TERM LOAN OF US\$6,000,000**

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Central, Hong Kong**



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THIS LOAN AGREEMENT is dated December 2011

**BETWEEN:**

- (1) **SUMA LUMBER COMPANY N.V.**, a company incorporated in Suriname and having its registered office at Nicolaas Gudsstraat #26, Paramaribo, Suriname (the "**Borrower**" or the "**Company**"); and
- (2) **GREENHEART FOREST SURINAME SUMA LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at the offices of Offshore Incorporations Limited, P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands, being a subsidiary of Greenheart Group Limited (the "**Lender**").

**WHEREAS:**

- (A) As at the date of this Agreement, Greenheart (Suriname) N.V. (formerly known as Octagon International N.V.) has advanced a total of US\$1,200,000 to the Borrower subject to the terms and conditions of the Pari-Passu Agreement between Greenheart (Suriname) N.V., the Borrower and Surinnamsche Bank N.V. ("**DSB**") dated 28 March 2011, the loan agreement between Greenheart (Suriname) N.V. and the Borrower dated 28 March 2011, the agreement for loan extension between Greenheart (Suriname) N.V. and the Borrower dated 27 May 2011, the agreement for loan extension between Greenheart (Suriname) N.V. and the Borrower dated 24 June 2011 and the agreement between Greenheart (Suriname) N.V. and the Borrower dated 20 July 2011 (as supplemented by the supplemental agreements between Greenheart (Suriname) N.V. and the Borrower dated 19 August 2011 and 22 November 2011).
- (B) The Borrower has requested the Lender to make available to the Borrower a term loan of US\$6,000,000 and the Lender has agreed to do so subject to and upon the terms and conditions of this Agreement.

**1. INTERPRETATION**

1.1 In this Agreement (including the Schedules), the following expressions shall, except where the context otherwise requires, have the meanings attributed to them respectively below:

**"Business Day"** a day (other than a Saturday) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours

**"Creditor Statement"** means a statement to be signed by each creditor of the Company (other than the Shareholder, Ultimate Shareholders and their affiliates, Greenheart (Suriname) N.V. and Suma Holdings) and notarised by a notary public in Suriname in or substantially in the form set out in Schedule 4 as evidence proving that the amount set out in the respective statement represents the full amount that the Company owes to each of these creditors as at the Drawdown Date and no further claims whatsoever will be

made by them towards the Company

- “Debenture”** the debenture (in form and substance satisfactory to the Lender) over the assets, property and undertakings of the Borrower to be given by the Borrower in favour of the Lender
- “Disposal”** any sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver, compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever and include any agreement so as to do and **“Dispose”** and **“Disposition”** shall be construed accordingly
- “Drawdown Date”** the date of drawdown of the Loan as specified in the Notice of Drawing
- “Encumbrance”** any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority of security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and **“Encumber”** shall be construed accordingly
- “Events of Default”** any one or more of the events specified in Clause 13 or any act or event which with the giving of notice and/or the lapse of time and/or the fulfillment of any other condition would become one or more of such events
- “Guarantee”** the guarantee (in form and substance satisfactory to the Lender) to be given by the Shareholder and the Ultimate Shareholders in favour of the Lender
- “Harvesting Agreement”** the harvesting agreement (in form and substance satisfactory to the Lender) to be entered into between the Borrower and the Lender for the grant of the right to manage all concession and harvest logs in Suriname for a term of two years
- “Hong Kong”** the Hong Kong Special Administrative Region of the People’s Republic of China
- “Lease Agreement”** the lease agreement (in form and substance satisfactory to the Lender) to be entered into between the Borrower and the Lender for the lease of sawmill factories in Suriname for a term of two years
- “Loan”** the principal amount of US\$6,000,000 to be advanced by the Lender to the Borrower in two tranches subject to and upon the



terms and conditions of this Agreement, or as the case may be, the aggregate amount outstanding, at any relevant time, of all moneys owing to the Lender in respect thereof

<b>“Notice of Drawing”</b>	the notice of drawing in the form set out in Schedule 3
<b>“Previous Loan”</b>	the loans and/or advances made by Greenheart (Suriname) N.V. (formerly known as Octagon International N.V.) to the Borrower, details of which are set out in Recital (A)
<b>“Repayment Date”</b>	the date falling the second anniversary after the Drawdown Date, or where relevant, the date referred to in Clause 13.2 when the Loan and all money payable under this Agreement shall be due and payable
<b>“Security Documents”</b>	the Share Charge, the Debenture and the Guarantee or such other security documents as may be required by the Lender from time to time executed by the parties thereto (other than the Lender) pursuant to Clause 6.3 and Clause 18 to secure the repayment obligations of the Borrower under this Agreement and the Previous Loan
<b>“Security Parties”</b>	the Borrower and the parties to the Security Documents (other than the Lender) and <b>“Security Party”</b> shall mean any one of them
<b>“Share Charge”</b>	the share charge (in form and substance satisfactory to the Lender) in respect of the entire issued share capital of the Borrower to be given by the Shareholder in favour of the Lender
<b>“Shareholder”</b>	Sumaroeba Holdings A.V.V., a company incorporated in Aruba, being the registered and beneficial owner of the entire issued share capital of the Borrower
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“Suma Holdings”</b>	Suma Holdings Netherland BV, a company incorporated in Netherland and is an affiliated company of the Ultimate Shareholder(s)
<b>“Suma Trading”</b>	Suma Trading BV, a company incorporated in Netherland and is an affiliated company of the Ultimate Shareholder(s)
<b>“this Agreement”</b>	this loan agreement for the Loan, as amended from time to time
<b>“Ultimate Shareholder(s)”</b>	E. Boerenveen, holder of Suriname passport no. Z1001863 and/or R. Van Bodegraven, holder of Netherlands passport no. NPCR83800, each of them owned 50% beneficial interests of



the Shareholder

“US\$” or “USD” United States dollars, the lawful currency of the United States of America

1.2 Except to the extent that the context requires otherwise, any reference in this Agreement to:

- (1) an “**agency**” of a state or government means any ministry, agency, board, bureau, commission, department, authority, statutory corporation (whether autonomous or not) or other instrumentality of or any corporation or other entity owned or controlled by such state or government;
- (2) any document shall include that document as in force for the time being and as amended in accordance with the terms thereof or with the agreement of the parties thereto and with the consent of the Lender, if required hereunder;
- (3) any enactment shall include any such enactment as re-enacted, amended, extended, consolidated or replaced from time to time;
- (4) “**associate**”, in relation to a company, includes:
  - (a) any director, chief executive, shareholder of any such company;
  - (b) any issue (including step-child), spouse, brother, sister, step-brother, step-sister, parent, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law or relative of any of the persons referred to in paragraph (a) or any person cohabiting with any of the foregoing persons; and
  - (c) any company in the equity capital of which any of the persons referred to in paragraphs (a) and (b) and/or his family interests taken together are directly or indirectly interested so as to exercise or control the exercise of thirty per cent. or more of the voting power at general meetings, or to control the composition of a majority of the board of directors or other governing bodies and any other company which is its subsidiary or holding company or a fellow subsidiary of any such holding company;
- (5) “**control**” means in relation to a corporation, the power of a person to secure:
  - (a) by means of the holding of shares or the possession of voting power in or in relation to that or any other corporation; or
  - (b) by virtue of any powers conferred by the constituent documents or other documents regulating that or any other corporation,

that the affairs of the first-mentioned corporation are conducted in accordance with the wishes of that person and “**controlled**” shall be construed accordingly;



- (6) “**laws and regulations**” shall include all constitutional provisions, treaties, conventions, statutes, acts, laws, decrees, ordinances, subsidiary and subordinate legislation, orders, rules and regulations having the force of law, rules of civil and common law and equity, directives, instructions, notifications, circulars, policy statements and guidelines (whether or not having the force of laws) and other similar authorities;
- (7) a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, unit or trust (in each case, whether or not having separate legal identity);
- (8) “**subsidiary**” and “**holding company**” shall have the meanings attributed thereto by the Companies Ordinance (Cap 32, Laws of Hong Kong);
- (9) “**tax**” includes any present or future tax, levy, impost, duty, charge, fees, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed;
- (10) “**years**” and “**months**” mean calendar years and months respectively, under the Gregorian Calendar. For the avoidance of doubt, a calendar month means a period beginning on one day of a calendar month and ending on the day immediately prior to the day numerically corresponding to such day in the following calendar month, provided that if the period begins on the last day of a calendar month or there is no such numerically corresponding day in the following month, the period shall end on the second last day in such following calendar month.

1.3 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, references in this Agreement to the singular shall be deemed to include references to the plural and *vice versa* and references to one gender shall include all genders.

1.4 References in this Agreement to Clauses and Schedules are references to clauses of and schedules to, this Agreement.

## 2. THE LOAN

2.1 Subject to and upon the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower the Loan in two tranches.

2.2 The first tranche of the Loan in the principal sum of US\$5,800,000 shall be advanced to the Borrower on the Drawdown Date which shall be used by the Borrower to:

- (a) firstly, repay all outstanding amount owing by the Borrower to its creditors (other than the Greenheart (Suriname) N.V., the Shareholder, Ultimate Shareholder(s), Suma Holdings and Suma Trading) as at the date of this Agreement, details of which are set out in Schedule 1a; and



- (b) secondly, with the remaining balance as to 50% to partially repay the debts owing by the Borrower to Suma Holdings and as to 50% to partially repay the debts owing by the Borrower to E. Boerenveen as at the date of this Agreement, details of which are set out in Schedule 1b.

2.3 The second tranche of the Loan in the principal sum of US\$200,000 shall be advanced to the Borrower within three months after the Drawdown Date which shall be used by the Borrower to:

- (c) firstly, repay all outstanding amount, if any, owing by the Borrower to its creditors (other than the Lender, the Greenheart (Suriname) N.V., the Shareholder, Ultimate Shareholder(s), Suma Holdings and Suma Trading); and
- (d) secondly, with the remaining balance, if any, as to 50% to further partially repay the debts owing by the Borrower to Suma Holdings and as to 50% to further partially repay the debts owing by the Borrower to E. Boerenveen, details of which are set out in Schedule 1b.

### 3. CONDITIONS PRECEDENT

3.1 The obligations of the Lender to advance the Loan to the Borrower shall be expressly subject to the fulfilment of the following conditions precedent:

- (1) all necessary approvals, consents, authorisations and licences in relation to the transactions contemplated under this Agreement having been obtained;
- (2) all representations and warranties made by the Borrower in this Agreement or in connection herewith shall be true and correct with the same effect as though made on and as of Drawdown Date with reference to the facts and circumstances then subsisting;
- (3) no Event of Default shall have occurred or potential Event of Default shall have occurred (or would be likely to occur as a result of the Loan being made);
- (4) the Lender shall have received the following:
  - (a) the Debenture duly executed by the Borrower;
  - (b) the Share Charge duly executed by the Shareholder;
  - (c) the Guarantee duly executed by the Shareholder and the Ultimate Shareholders;
  - (d) the Harvesting Agreement duly executed by the Borrower; and
  - (e) the Lease Agreement duly executed by the Borrower;
- (5) the Lender shall have received and found satisfactory such additional information, legal opinions and documents relating to the Borrower and the





Security Parties or this Agreement and the Security Documents as the Lender may reasonably require;

- (6) if required, the shareholders (or where appropriate, the independent shareholders) of Greenheart Group Limited, a company incorporated in Bermuda whose its issued shares are listed on the Stock Exchange, passing at its special general meeting the resolution approving this Agreement and the transactions contemplated hereunder;
- (7) the Lender having received the following documents in form and substance satisfactory to it not later than two (2) Business Days before the intended date of the Drawing is to be made a certificate of a director of the Borrower, dated not more than two (2) Business Days before the date on which the Drawing is to be made and having attached thereto certified true copies of:
  - (a) the memorandum and articles of association (or the equivalent constitutional documents) of the Borrower and the Shareholder;
  - (b) the certificate of incorporation (or the equivalent document) of the Borrower and the Shareholder;
  - (c) a list of the directors of the Borrower and the Shareholder;
  - (d) a list of the shareholders of the Borrower and the Shareholder;
  - (e) resolutions of the board of directors of the Borrower authorising the borrowing of the Loan subject to the terms and conditions of this Agreement and each of the Security Documents to which the Borrower is a party and the execution and delivery of this Agreement and authorising a person or persons to sign on its behalf this Agreement and each of the Security Documents to which the Borrower is a party or any document in connection herewith, and containing a statement of incumbency and specimen signatures of the person or persons referred to in the resolutions referred to in this sub-paragraph (c); and
  - (f) resolutions of the shareholders of the Borrower authorising the borrowing of the Loan subject to the terms and conditions this Agreement and authorising the directors to do all such acts and sign such documents as they may consider necessary or expedient for the borrowing of the Loan subject to the terms and conditions of this Agreement;
- (8) legal opinion from a firm of Suriname lawyers acceptable to the Lender opining on such matters of Suriname law relevant to this Agreement and the Security Documents as the Lender may require, such legal opinion shall be in form and substance satisfactory to the Lender in all respects;
- (9) legal opinion from a firm of Aruba lawyers acceptable to the Lender opining on such matters of Aruba law relevant to the Security Documents, in

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The first signature is a stylized, cursive 'A' or similar character. The second signature is a more complex, cursive signature.

particular, on the due execution and enforceability of the Guarantee and the Share Charge, as the Lender may require, such legal opinion shall be in form and substance satisfactory to the Lender in all respects:

- (10) the Lender shall have received the Creditor Statements duly signed by the creditors of the Borrower (other than the Shareholder, Ultimate Shareholders and their affiliates, Suma Holdings and Greenheart (Suriname) N.V.) with the amount of indebtedness in line with Schedule 1a;
- (11) all the rights, titles, interests and benefits of Greenheart (Suriname) N.V. (formerly known as Octagon International N.V.) under the Previous Loan shall have been assigned (in form and substance satisfactory to the Lender) to the Lender; and
- (12) such other documents, evidence and financial and other information relating to any of the matters contemplated under this Agreement and the Security Documents as the Lender may require.

3.2 The Lender may waive, at its absolute discretion, all or any of the conditions set out in Clause 3.1 (except to an extent as a result of such waiver would be in breach of the Listing Rules or the rules or regulations of any relevant Governmental Authority) at any time prior to the date of Drawdown by notice in writing to the Borrower.

#### **4. DRAWING**

4.1 The Loan must be drawn in one lump sum within 30 days from the date of this Agreement by the Borrower serving the Notice of Drawing duly signed by the Borrower on the Lender not less than two Business Days prior to the Drawdown Date.

4.2 The Notice of Drawing once given under Clause 4.1 shall be irrevocable and shall oblige the Borrower to make a drawing of the entire amount of the Loan. For the avoidance of doubt, the Borrower hereby irrevocably direct and authorise the Lender to apply the Loan amount to fully settle the amount owing by the Borrower in accordance with Clauses 2.2 and 2.3 by directly depositing the same into the respective designated bank accounts, if any, of each creditor (particulars of which are shown in Schedules 1a and 1b).

#### **5. INTEREST**

5.1 The Borrower shall pay interest on the Loan in accordance with the provisions of this Clause 5.

5.2 Interest on the Loan shall accrue at the rate of 3.9% per annum, payable every six months in arrears.

5.3 If the Borrower defaults in repayment on the due date of any part of the Loan, interest or other amounts payable hereunder, the Borrower shall pay interest on such overdue sums from the due date until payment in full (before and after judgment) at the rate of 12 per cent. per annum. Such interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.



**6. REPAYMENT**

6.1 Subject to Clause 6.2 and without prejudice to Clause 13.2, the Borrower shall repay the Loan in full under this Agreement in one lump sum on the Repayment Date. For the avoidance of doubt, the Repayment Date of the first tranche of the Loan and the second tranche of the Loan is the same.

6.2 At the sole discretion of the Lender, the Lender shall be entitled to apply all or any amount payable by it under the Harvesting Agreement and/or the Lease Agreement to the Borrower to set off the equivalent amount of principal and/or interest payable by the Borrower under this Agreement.

6.3 Without prejudice to Clauses 6.2 and 13.2, the Lender shall have the overriding right at any time by written notice to the Borrower to demand (apart from the representations, warranties, covenants and undertakings given by the Borrower under this Agreement) further security and assurances as it shall consider appropriate to secure the obligations of the Borrower under this Agreement and to demand immediate repayment of the Loan and all interest accrued thereon and all other monies payable under this Agreement whereupon the same shall be repaid by the Borrower within two Business Days from the date of such notice.

**7. PREPAYMENT**

7.1 The Borrower may prepay to the Lender the whole or any part of the Loan provided that:

- (1) the Borrower shall have given to the Lender not less than fourteen (14) Business Days' notice in writing of its intention to make such prepayment, specifying the amount to be prepaid and the date on which prepayment is to be made;
- (2) the amount of any partial prepayment shall not be less than US\$500,000 or any integral multiples thereof;
- (3) the Lender shall have consented in writing to such prepayment (such consent the Lender shall have the unfettered right to give (with or without conditions) or withhold at its sole and absolute discretion); and
- (4) the Borrower shall, on the date of prepayment, pay to the Lender all accrued interest on the amount prepaid together with an interest for the period from the date of prepayment up to the Repayment Date at the rate of 25% per annum (calculated on the basis of a 365-day year).

7.2 A notice of intention to prepay shall not be effective until actually received by the Lender but once having been given by the Borrower shall be irrevocable and shall oblige the Borrower to make the specified prepayment and failure to make prepayment in accordance with such a notice shall be an Event of Default.

7.3 The Borrower shall have no right to prepay the Loan other than the rights expressly



provided herein.

7.4 No amounts prepaid may be re-borrowed.

## **8. CHANGES IN CIRCUMSTANCES**

8.1 If at any time the Lender determines that any law or regulation or application or interpretation thereof by any governmental agency or judicial authority shall make it (or make it apparent to the Lender that it is or will be) unlawful or otherwise not feasible for the Lender to give effect to or maintain its obligations hereunder (which shall include the funding of the Loan by the Lender), upon the Lender notifying the Borrower: (1) if the Loan shall not have been drawn, the Lender's commitment hereunder shall be forthwith cancelled; and (2) if the Loan shall have been drawn, the Borrower shall, upon the Lender's demand, forthwith repay the Lender the whole (but not part only) of the Loan together with interest accrued thereon and any other amounts payable to the Lender hereunder.

8.2 If at any time the Lender determines that, as a result of any law or regulation or any application or interpretation by any governmental agency or judicial authority:

- (1) the Lender is subjected or will be subjected to tax or the Lender's basis of taxation is changed or will be changed (other than tax on the overall net income of the Lender and/or a change of the rate of such tax) in respect of repayment of the Loan or the payment of interest thereon or any amounts payable hereunder; or
- (2) any reserve requirement against any assets, deposits with or for the account of, or loans by the Lender is imposed, modified or deemed applicable or will be imposed, modified or deemed applicable; or
- (3) the basis of tax on the Lender in respect of any principal or interest paid by the Lender on, or otherwise in respect of, deposits from third parties acquired or utilised to effect or maintain the Loan or any part of it; or
- (4) any other condition affecting this Agreement or the Loan is imposed or will be imposed;

and the result of the foregoing is:

- (a) to increase the cost to the Lender of making or funding the Loan; or
- (b) to reduce any amount payable to the Lender or to reduce its effective return hereunder; or
- (c) that the Lender is required to make any payment or forego any interest or other return on or calculated by reference to the gross amount of any sum receivable by it from the Borrower hereunder,

by or of an amount which the Lender deems material, then and in any such case the Borrower shall pay to the Lender from time to time on demand such



amount as will compensate the Lender for such additional cost, reduction, payment or foregone interest or other amount.

8.3 A certificate of the Lender as to the amount payable by the Borrower under Clause 8.2 and the basis therefor shall, in the absence of manifest error, be conclusive and binding on the Borrower.

## 9. PAYMENTS

9.1 All payments to be made by the Borrower to the Lender pursuant to this Agreement shall be made in US\$ (or the equivalent Hong Kong dollars) in immediately available funds and, unless expressly provided in this Agreement to the contrary, shall be made to the Lender not later than 11:00 a.m. (Hong Kong time) on the due date to such account as the Lender may from time to time stipulate in writing.

## 10. TAXES

10.1 Subject to Clause 6.2, all amounts payable by the Borrower hereunder shall be made without set-off, counterclaim or other deductions and free and clear of and without deduction for or on account of any taxes (other than tax on the overall net income of the Lender) now or hereafter imposed, levied, collected, withheld or assessed by any country, state or any political sub-division or taxing authority thereof or therein or any federation or organisation of which any such country, state or any political sub-division thereof may at the time of payment be a member.

10.2 If the Borrower is prohibited by law from making payments without deduction or withholding as provided in Clause 10.1 then:

- (1) the Borrower shall ensure that such deduction and/or withholding does not exceed the minimum legal requirement;
- (2) the Borrower shall pay to the Lender such additional amounts as necessary in order that the net amounts received by the Lender, after such deduction or withholding shall equal the amount which it would have received had no such deduction or withholding been required to be made;
- (3) the Borrower shall immediately and in any event no later than the date after which penalties would attach cause to be paid over to the relevant authority the full amount of the deduction or withholding which it is required to deduct or withhold including the whole amount of any deduction or withholding from any additional amount paid pursuant to paragraph (2) above; and
- (4) the Borrower shall deliver to the Lender within thirty (30) days of payment or the due date or on demand satisfactory evidence of payment of such deduction or withholding to the relevant authority.

10.3 Without prejudice and in addition to Clauses 10.1 and 10.2, the Borrower shall fully indemnify and keep the Lender fully indemnified against all tax (other than tax on the overall net income of the Lender) now or hereafter imposed, levied, collected or assessed by the



taxing authority of Hong Kong or other jurisdiction in respect of interest, front-end fees, and other sums of a similar nature paid or payable by the Borrower to the Lender under this Agreement. For the purpose aforesaid, the Borrower shall, on each occasion on which payment is made by the Borrower to the Lender in respect of interest, front-end fees and other sums of a similar nature under this Agreement, pay to the Lender such additional amount as the Lender may require to discharge the tax imposed by the taxing authority of Hong Kong or other jurisdiction on such payment.

## 11. REPRESENTATIONS AND WARRANTIES

11.1 The Borrower hereby represents and warrants to the Lender as follows:

- (1) the Borrower and each Security Party, where applicable, is duly incorporated and existing under the laws of its place of incorporation, has full power and authority to (a) own its assets, (b) carry on its business as it is now being conducted; (c) make borrowings hereunder upon the terms and conditions of this Agreement; and (d) enter into and perform its obligations under this Agreement and the Security Documents to which it is a party;
- (2) all necessary actions and authorisations under its constituent documents for each of the Borrower and the Security Party to enter into this Agreement or the Security Document to which it is a party and to perform its obligations hereunder or thereunder have been taken and obtained;
- (3) the execution, delivery and performance by each of the Borrower and the Security Party of this Agreement or the Security Document to which it is a party will not exceed any power granted to it, or violate in any material respect any provision of (a) any law or regulation or any order or decree of any governmental agency or court to which it is subject; (b) if applicable, its constituent documents; or (c) any mortgage, charge, deed, contract or other undertaking or instrument to which it is a party or which is binding upon it or its assets, and will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of its assets;
- (4) this Agreement and each Security Document to which any of the Borrower and the Security Parties is a party constitute or will, when executed, constitute the legal, valid and binding obligations of the Borrower or the Security Party, enforceable in accordance with their respective terms;
- (5) all governmental or other authorisations, approvals and consents required for or in connection with the execution, delivery, performance, legality, validity, enforceability and admissibility in evidence of this Agreement and the Security Documents have been obtained and all such authorisations, approvals and consents are in full force and effect;
- (6) no action, suit or proceeding is pending or threatened against the Borrower, the Security Parties and their respective subsidiaries or associated companies before any court, board of arbitration or administrative agency or tribunal which the Lender may at its absolute discretion consider to be material on the



business, assets or condition (financial or otherwise) of the Borrower, the Security Parties and their respective subsidiaries or associated companies, on the ability of the Borrower, the Security Parties and their respective subsidiaries or associated companies to perform any of their respective obligations under this Agreement and the Security Documents or other documents to which each of them is a party;

- (7) the Borrower, the Security Parties and their respective subsidiaries or associated companies has not taken any corporate action for winding-up, liquidation or dissolution and no steps have been taken or proceedings started or is threatened for the winding-up, liquidation or dissolution of the Borrower, the Security Parties or their respective subsidiaries or associated companies or for the appointment of a receiver, trustee or similar officer of the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies;
- (8) each of the Borrower, the Security Parties and their respective subsidiaries or associated companies is not in default or has committed any breach of or under any agreement to which it is a party or by which it may be bound and as at the date of this Agreement, no condition, event or act exists or has occurred, which, with the lapse of time or the giving of notice or both or the fulfillment of any other condition would constitute such a default or breach;
- (9) the obligations of the Borrower and the Security Parties under this Agreement or any of the Security Documents rank and will continue to rank at least *pari passu* with its existing and future unsecured and unsubordinated obligations;
- (10) each of the Borrower and the Security Party is not required to make any deduction or withholding from amounts payable under this Agreement or any of the Security Documents to which it is a party for or on account of any taxes now or hereafter imposed by any taxing authority;
- (11) no Encumbrance exists over all or any of the undertaking or the present or future reserves of the Borrower, the Security Parties or their respective subsidiaries or associated companies;
- (12) no Event of Default has occurred or will occur as a result of the entry into this Agreement or any of the Security Documents by the Borrower and the Security Parties;
- (13) it is not necessary in order to ensure the legality, validity, enforceability, admissibility in evidence or priority of the Security Documents or the security created thereunder that any of them be filed, recorded or enrolled with any court or authority in Hong Kong or elsewhere or that any stamp duty, documentary, registration or similar tax be paid on or in relation to any of them in Hong Kong or elsewhere;
- (14) the Shareholder is a company duly incorporated in Aruba beneficially interested in the entire issued share capital of the Borrower;



- (15) Schedule 1a has set out all amounts owing by the Borrower to its creditors (other than Greenheart (Suriname) N.V., the Shareholder, the Ultimate Shareholders and their affiliates) as at the date of this Agreement and Schedule 1b has set out all amounts owing by the Borrower to the Shareholder, Ultimate Shareholders and their affiliates and Greenheart (Suriname) N.V. as at the date of this Agreement. Save for the debts disclosed in Schedule 1a and Schedule 1b, the Borrower is not indebted to any persons; and
- (16) the FSC Forest Management/Chain of Custody (FM/COC) Certificate issued by Forest Steward Council to the Borrower dated 6 June 2008 (certificate number: C804893FM.COC-01.2008) in respect of concession no. 422, 432, 719 and 721 in Suriname held by the Borrower and the processing unit owned by the Borrower situated at Nicolaas Gudsstraat 26, Suriname is true, valid and subsisting until 5 June 2013.

11.2 The Borrower hereby further represents, warrants and agrees that each of the representations and warranties contained in this Clause 11.1 shall be correct and complied with in all respects for so long as any part of the Loan or interest thereon or any other amounts payable hereunder remain outstanding and shall without prejudice to the foregoing be deemed to be repeated on the date on which the Loan is made.

11.3 The Borrower hereby acknowledges that the Lender has agreed to make the Loan available to the Borrower in reliance upon the undertakings, representations and warranties contained in this Clause 11.

## **12. COVENANTS**

12.1 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Loan or interest thereon or any other amounts payable hereunder remain outstanding, it shall and shall procure each of the Security Parties and their respective subsidiaries and associated companies (where applicable) shall:

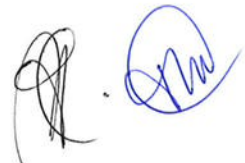
- (1) maintain its corporate existence and carry on and conduct its business in a proper and efficient manner;
- (2) promptly advise the Lender in writing of details of any litigation, arbitration or administrative proceeding which would have rendered the undertakings, representations and warranties contained in Clause 11 incorrect had the same been current or threatened as at the date hereof immediately upon occurrence of the same;
- (3) keep proper records and books of account and prepare all financial statements in accordance to its usual practice;
- (4) deliver to the Lender within the period specified in any notice from the Lender, all such other information relating to the condition (financial or otherwise) of the Borrower, the Security Parties and their respective subsidiaries or





associated companies as the Lender may request;

- (5) in all respects observe and comply with the covenants and obligations under this Agreement, the Security Documents and other documents to which it is a party;
- (6) procure or provide access to all the books and records of the Borrower, the Security Parties and their respective subsidiaries or associated companies at all reasonable times to the Lender and any persons nominated by the Lender who may take extract therefrom or take copies thereof for the purposes of evaluating the financial position of the Borrower, the Security Parties and their respective subsidiaries or associated companies;
- (7) obtain and promptly renew from time to time and comply with the terms of all consents, licences, approvals or authorisations of all governmental agencies of any country or state or political subdivision thereof required for in connection with the execution, delivery, performance, validity, enforceability and admissibility in evidence of this Agreement and deliver or cause to be delivered to the Lender evidence of renewal of and compliance with the terms of all such consents, licences, approvals or authorisations;
- (8) take out, or procure that there is taken out, maintain and comply with, or procure the maintenance and compliance with the terms of insurance in respect of the assets used by or in connection with the business of the Borrower, the Security Parties and their respective subsidiaries or associated companies of an insurable nature and such other insurance as a prudent company may in the ordinary course of business require, which insurance shall:
  - (a) be with such insurance company as approved by the Lender in writing; and
  - (b) commence no later than the date on which a notice of drawing is given under this Agreement;
- (9) pay or cause to be paid the premium and all other moneys payable in connection with effecting or maintaining insurance taken out as aforesaid and within fourteen days of the date of commencement and renewal of any policy of insurance and the payment of any premium and/or on demand at any other time, deliver or cause to be delivered to the Lender the policy of insurance, renewal slip and/or receipt for payment of premium (as the case may be); and
- (10) it will promptly advise the Lender upon becoming aware of (a) any Event of Default; (b) any potential Event of Default; or (c) any material adverse factor which may inhibit the Borrower or any of the Security Parties in the performance of its obligations under this Agreement or any of the Security Documents to which it is a party;
- (11) seek prior written consent from the Lender in relation to any change of the composition of the board of directors of the Shareholder and promptly inform



the Lender in case of any such changes;

- (12) apply the Loan in accordance with Clauses 2.2 and 2.3; and
- (13) ensure that the Shareholder and the Ultimate Shareholders shall comply with all applicable rules, regulations and codes.

12.2 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Loan or interest thereon or any other amounts payable hereunder remain outstanding, subject to the transactions contemplated under the Security Documents, it shall:

- (1) remain as the holder of all the concessions which are held by the Borrower as at the date of this Agreement and shall promptly renew any of such concessions upon its expiration;
- (2) remain as the holder of all consents, licences, approvals or authorisations of all governmental agencies of any country or state or political subdivision (“Consents”) granted to the Borrower as at the date of this Agreement and shall promptly renew any of such Consents upon its expiration;
- (3) remain as the legal and beneficial owner of the two factory buildings and the associated forest camps and accommodation buildings, other immovable properties, machinery and equipment and any other properties which are legally and/or beneficially owned by the Borrower as at the date of this Agreement; and
- (4) maintain and hold the FSC Forest Management/Chain of Custody (FM/COC) Certificate issued by Forest Steward Council to the Borrower dated 6 June 2008 (certificate number: C804893FM.COC-01.2008) in respect of concession no. 422, 432, 719 and 721 in Suriname held by the Borrower and the processing unit owned by the Borrower situated at Nicolaas Gudsstraat 26, Suriname; and shall promptly renew such certificate upon its expiration.

12.3 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Loan or interest thereon or any other amounts payable hereunder remain outstanding, it will not and will procure each of the Security Parties and the respective subsidiaries or associated companies (where applicable) will not, without the prior written consent of the Lender:

- (1) amend or permit any amendment to be made to its constituent documents or merge, consolidate or amalgamate with any entity;
- (2) permit any allotment or issue of any further shares or any grant of any right to acquire the same or subdivide or consolidate all or any of its shares or change the rights attaching to any such shares;
- (3) save as permitted by this Agreement, Dispose of the whole or any part of its undertaking or assets;
- (4) except pursuant to or permitted by this Agreement or liens arising solely by



operation of law, create or permit to exist any Encumbrance over the whole or any part of its assets;

- (5) lend any money or extend any credit;
- (6) give any guarantee or enter into any indemnity and undertaking or other deed imposing obligations or liabilities on its part in respect of any indebtedness or obligation of any other person;
- (7) make any payment to its shareholders, any of their associates or any company controlled by any of them by way of dividend, distribution, return of capital or other payment howsoever in respect of any of its shares or otherwise;
- (8) acquire beneficial or legal ownership of any share, rights, or securities of or in any other company or any asset or undertaking or undertake any trade or business;
- (9) enter into any loan, credit or other borrowing arrangement;
- (10) issue or agree to issue, grant or agree to grant any debenture or bond or any option to subscribe for debentures or bonds;
- (11) alter its financial year end;
- (12) take any action to wind-up or liquidate itself;
- (13) alter the rights attaching to any of its shares;
- (14) enter into any contract with any of its shareholder or associates or any third parties;
- (15) alter the composition of the board of its directors;
- (16) change its dividend policy;
- (17) make any capital commitment
- (18) incur any expenses other than in its ordinary course of business;
- (19) make any payment out from its bank accounts other than in its ordinary course of business; and
- (20) make any change to remuneration package of its directors and employees

### **13. EVENTS OF DEFAULT**

13.1 There shall be an Event of Default if any one of the following events shall have occurred or is continuing:

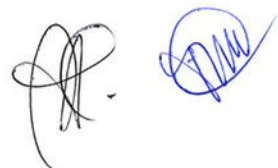


- (1) Non-payment: the Borrower fails to pay any amount due from it under this Agreement in the manner specified herein on the due date for payment; or
- (2) Other obligations: the Borrower, or any of the Security Parties commits any breach of or omits to observe any of its undertakings or obligations under this Agreement or any of the Security Documents to which it is a party and such breach or omission, if capable of remedy, is not remedied within seven days of notice to the Borrower from the Lender requiring remedy of the same; or
- (3) Breach of representation: any representation or warranty made or deemed to be repeated by the Borrower pursuant to this Agreement is or proves to have been incorrect in any material respect when made or repeated and, if capable of remedy at the absolute discretion of the Lender, is not remedied within seven days of notice to the Borrower from the Lender requiring remedy of the same; or
- (4) Authorisation: any consent, licence, approval or authorisation referred to in Clause 11.1(5) is modified in a manner unacceptable to the Lender or is not granted or is suspended or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect and such modification, failure to grant, suspension, revocation, termination, expiry, non-renewal or other cessation to be in full force and effect, if capable of remedy, is not remedied within 7 days of notice from the Lender to the Borrower requiring remedy of the same; or
- (5) Enforcement: any execution is levied against, or an administrator, receiver, trustee or similar officer is appointed or an encumbrancer takes possession of the whole, or any material part, of the property, undertaking or assets of the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies and is not discharged within 7 days; or
- (6) Insolvency: the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies is unable to pay its debts as they fall due, or stops payment under its respective obligations generally, or commences negotiations with its creditors generally with a view to the general readjustment or rescheduling of its financial indebtedness or makes a general assignment for the benefit of or a composition with its creditors or if the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies ceases to carry on its business or a substantial part of its business and such inability to pay debts or cessation of payment or commencement of negotiation or making of a general assignment or cessation of business is not rectified or discontinued, as the case may be, to the satisfaction of the Lender within 7 days of notice from the Lender to the Borrower requiring remedy of the same; or
- (7) Winding-up: the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies takes any action or any other steps are taken or proceedings are commenced by the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies or any other person for its winding-up, dissolution, bankruptcy or liquidation or for the making of an administration order or for the appointment of a receiver, administrative receiver, trustee or similar officer of it/him or of any or all of its



revenues and assets and such action, steps or proceedings is not discharged or discontinued within 7 days; or

- (8) Other jurisdictions: any event occurs or proceeding is taken with respect to the Borrower, or any of the Security Parties or any of their respective subsidiaries or associated companies in any jurisdiction to which it is subject which has an effect which is equivalent or similar to any of the events mentioned in sub-clauses (5), (6) and (7); or
- (9) Cross default: the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies defaults or receives notice of default under any agreement or obligation whether relating to borrowing or other matters or any indebtedness of the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies becomes payable, or capable of being, or is declared payable before its stated maturity or is not paid when due or any security interest, guarantee or other security now or hereafter created by the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies becomes enforceable and such default or failure to pay is not remedied within 7 days of notice from the Lender to the Borrower requiring remedy of the same; or
- (10) Adverse change: any other event or circumstance arises which, in the absolute opinion of the Lender, is likely and adversely to affect the ability of the Borrower, or any of the Security Parties to perform all or any of its obligations under or otherwise to comply with the terms of this Agreement or any of the Security Documents and is not remedied to the satisfaction of the Lender within 7 days of notice from the Lender to the Borrower requiring remedy of the same; or
- (11) Security: this Agreement or any of the Security Documents shall be or is likely to be invalid, void or unenforceable unless the Borrower or any of the Security Parties can provide to the Lender within 7 days of notice from the Lender to the Borrower requiring the same an opinion of a leading counsel to the effect that:
  - (a) this Agreement or the relevant Security Document is not invalid, void or unenforceable; or
  - (b) the Borrower or any of the Security Parties is nevertheless able to procure the entry into of valid and enforceable substitute documents which do not prejudice the Lender's position from that under this Agreement or any of the Security Documents and the Borrower or the relevant Security Party does so procure the entry into of such substitute documents within a period of 5 days of the date of such counsel's opinion; or
- (12) Repudiation: the Borrower or any of the Security Parties repudiates this Agreement or any of the Security Documents or does or causes to be done any act or thing evidencing an intention to repudiate this Agreement or any of the Security Documents or any action or proceedings are commenced (and not withdrawn or dismissed within a period of 14 days after its commencement) to enjoin or restrain the performance of or compliance with any respective



obligation of the Borrower or any of the Security Parties under this Agreement or any of the Security Documents or otherwise dispute the ability of the Borrower or any of the Security Parties to enter into, exercise its respective rights or perform or comply with any of its respective obligations under this Agreement or any of the Security Documents; or

- (13) Securities regulations: the Borrower or any of the Security Parties fails to comply in all material respects with, or does not diligently perform in all material respects any of its duties and obligations under, all applicable laws, rules, codes, regulations, consents, licences, approvals and authorisations; or
- (14) Reconstruction, amalgamation, reorganisation or takeover: any lawful step is taken by any person for the purpose of a reconstruction, amalgamation, reorganisation or take-over involving the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies except one reasonably considered by the Lender as not having an adverse effect on the interest or position of the Lender under this Agreement; or
- (15) Failure to pay: the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies fails to make any payment or perform an obligation on a due date for such payment or obligation or becomes bound to repay prematurely any other loan or other obligation for borrowed money by reason of a default by it or if it fails to make any payment in respect thereof on a due date for such payment or becomes bound to make payment under any guarantee given by it by reason of a default by the principal debtor or if it fails to make any payment in respect thereof on the due date for such payment or any present or future security on or over any asset of the Borrower, any of the Security Parties or any of their respective subsidiaries or associated companies becomes enforceable; or
- (16) Breach of Covenants: the Borrower commits any breach of or omits to observe any of covenants in Clause 12.2 of this Agreement.

13.2 Upon the occurrence of an Event of Default and at any time thereafter, the Lender may by notice in writing to the Borrower declare the Loan, all interest accrued thereon and all other monies payable under this Agreement to be forthwith due and payable whereupon the same shall be forthwith due and payable. Without prejudice to the rights and remedies of the Lender, the Lender shall not be required to advance the second tranche of the Loan if the Notice of Drawing is served but an Event of Default occurs prior to the date of drawdown of the second tranche of the Loan.

#### 14. INDEMNITIES

14.1 Without prejudice to any other right or remedy of the Lender, upon:

- (1) the occurrence of an Event of Default; and/or
- (2) the declaration of the Loan to be immediately due and payable pursuant to Clause 13.2 or otherwise in accordance with the terms of this Agreement;



and/or

- (3) the Borrower failing to borrow the Loan or satisfy any of the conditions precedent after having delivered a Notice of Drawing; and/or
- (4) any sums payable by the Borrower under this Agreement not being paid when due, and at any time thereafter,

the Borrower shall pay to the Lender on demand such amount or amounts as shall fully indemnify the Lender against all losses, expenses and liabilities which the Lender may sustain or incur by reason of the occurrence of any of the foregoing including but not limited to any loss, expense, premium or penalties suffered or incurred by the Lender in liquidating or re-employing deposits from third parties acquired to effect or maintain the Loan or any part thereof. A certificate of the Lender setting forth the amount of such losses, expenses and liabilities and specifying the basis therefor shall, in the absence of manifest error, be conclusive and binding on the Borrower.

14.2 The indemnities set out in Clause 14.1 shall be an obligation of the Borrower separate and independent of and in addition to its other obligations under this Agreement and the Security Documents to which it is a party, shall give rise to separate and independent cause of action, and shall take effect notwithstanding any time or other concession granted to the Borrower or any judgment or order being obtained or the filing of any claim in the liquidation, dissolution or bankruptcy (or analogous process) of the Borrower.

## 15. FEES AND EXPENSES

15.1 The Borrower hereby undertakes to pay to the Lender:

- (1) Expenses: all reasonable costs and expenses (including taxes thereon and legal fees) incurred by the Lender and in connection with protecting or enforcing any rights under this Agreement (together with reasonable disbursements) as agreed legal costs in connection with the negotiation, preparation and execution of this Agreement and any other documents required hereunder; and
- (2) Stamp duty: promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar taxes payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Agreement and/or any amendment or waiver thereof, and shall indemnify the Lender against any liability with respect to or resulting from any delay in paying or omission to pay any such taxes.

## 16. CONFIDENTIALITY

16.1 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of any regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of any regulatory

body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

16.2 Each of the parties undertakes to the other of them that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other party which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

## 17. NOTICES

17.1 All notices or communications required to be served or given pursuant to this Agreement:

- (1) shall be in writing and may be sent by prepaid post, mail (by airmail if to another country) or facsimile (but, if by facsimile from the Borrower, shall promptly be confirmed by mail) or personal delivery;
- (2) shall be sent to the parties at the facsimile number or address from time to time designated in writing by that party to the other; the initial facsimile number and address so designated by each party being set out in Schedule 2;
- (3) if sent by the Borrower shall be irrevocable and shall not be effective until actually received by the Lender;
- (4) if sent to the Borrower shall be deemed to have been given and received by the Borrower (a) within five days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on despatch, if sent by facsimile; and
- (5) shall be in the English language.

## 18. FURTHER ASSURANCE

18.1 The Borrower shall, immediately upon demand by the Lender, and entirely at its own cost and expense, make, execute, do, perform and provide or cause or procure to be made, executed, done, performed and provided, all such further acts, agreements, assurances, bills, bonds, contracts, deeds, documents, evidences of indebtedness, guarantees, indemnities, instruments, letters, loan notes, notes, notices, powers of attorney, promissory notes, receipts, undertakings, matters and things as the Lender shall reasonably require to perfect or improve the security afforded or created, or intended to be afforded or created by this Agreement.

18.2 The Borrower undertakes with the Lender that, from the date of this Agreement and so long as any moneys are owing under this Agreement, it will, on demand, duly execute or procure other Security Parties duly executed in favour of the Lender such documents and agreements referred to in Clause 18.1, in addition to the Security Documents as the Lender shall from time to time require on or over or in respect of all or any part of its present and/or





future undertaking, properties, assets, rights and/or revenues as a continuing security for its obligations under this Agreement, and which shall:-

- (a) be in such form and duly executed, delivered, created, secured and/or perfected in such manner as the Lender shall stipulate;
- (b) if necessary or desirable under applicable law for its creation, legality, validity, priority, enforceability, admissibility in evidence or effectiveness or for the performance by the Borrower or any of its obligations thereunder, be duly notarised, filed, recorded, registered and/or enrolled according to such law; and
- (c) not, without the prior written consent of the Lender, secure or prefer or be extended so as to secure or prefer any present or future indebtedness or obligation except the Borrower's obligations under this Agreement.

## 19. MISCELLANEOUS

19.1 A certificate issued by the Lender as to any sum payable by the Borrower under this Agreement and any other certificate, determination, notification or opinion of the Lender provided for in this Agreement shall, in the absence of manifest error, be conclusive evidence against the Borrower.

19.2 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

19.3 Save as may be expressly otherwise provided herein, time is of the essence of this Agreement but no failure or delay on the part of the Lender to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall a waiver by the Lender of any particular default by the Borrower affect or prejudice the right, power or remedy of the Lender in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Lender of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any power, right or remedy.

19.4 No power, right or remedy conferred under this Agreement upon the Lender is intended to be exclusive of any other power, right or remedy but shall be cumulative and shall be in addition to every other power and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

19.5 No waiver of any Event of Default shall be effective unless in writing signed by the Lender.

19.6 This Agreement may not be amended save in writing duly signed by all parties hereto.

19.7 The Lender may grant waivers, consents or indulgence in respect of any one or more obligations of or conditions or requirements imposed on or applied to the Borrower under or

in connection with this Agreement including without limitation any condition or requirement applicable to the making of a drawing under this Agreement and any such waiver, consents or indulgence may be given subject to such terms and conditions as may be imposed by the Lender.

19.8 This Agreement and the documents referred to herein constitute the entire obligations of the Lender and supersede any previous expressions of intent or understandings in respect of the transaction contemplated under this Agreement.

19.9 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts as the Lender may require which when taken together shall be deemed to constitute one agreement. A party who has executed a counterpart of this Agreement may exchange that counterpart with another party by faxing or emailing the counterpart executed by it to the other party and, on request by that other party, will therefore promptly deliver to that party the executed counterpart exchanged by fax or email. However, delay or failure of that party to deliver a counterpart of this Agreement executed by it will not affect the validity of this Agreement.

19.10 In the event of any inconsistency between any of the terms of this Agreement and any of the terms of the Security Documents, the terms of this Agreement shall prevail.

## **20. ASSIGNMENT**

20.1 This Agreement shall enure to the benefit of the parties hereto and their respective successors, assignees and transferees.

20.2 The Borrower may not assign any of its rights or obligations under this Agreement.

20.3 The Lender may at any time without the consent of or notice of the Borrower assign its rights and benefits hereunder or any part thereof to any one or more persons on such terms and conditions as it may deem fit.

## **21. LAW AND JURISDICTION**

21.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

21.2 The Borrower hereby irrevocably submits to the jurisdiction of the courts of Hong Kong and of any country in which it has assets and hereby irrevocably waives any objection to any proceedings in any such courts on the basis of forum non conveniens. The Borrower agrees that a judgment in any proceedings brought in any such courts may be enforced in any other jurisdiction by suit on the judgment or in any other manner permitted by law.

21.3 The submission in Clause 21 is non-exclusive and the Lender reserves the right to proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto.

IN WITNESS hereof the parties hereto have duly executed this Agreement as a deed the day and year first above written.



**Schedule 1a Details of debts owing to third parties**

The total liabilities of the Company owing to third parties (other than Shareholder, Ultimate Shareholders and their affiliates, and Greenheart Suriname N.V.) as at 31 October 2011:

		USD
1	Loan from Vasco Tonch	434,625
2	Loan from Derrick Alexander	320,951
3	Loan from Cooperatieve Spaar en Kredietbank GODO	39,287
4	Loan from Banco Sabadell	374,826
5.	Loan from DSB	1,096,491
6	Loan from Monsjou	61,175
7	Loan from Galiton Consultants S.A.	10,760
8	Loan from Fatum N.V.	141,136
9	Other debts and accounts payable	188,327
	<b>TOTAL</b>	<b>2,667,578</b>

**Bank account details of the creditors (Note)**

	Creditor	Bank	Account Number
1	Vasco Tonch	DSB	55.52.745
2	Derrick Alexander	DSB	7099614
3	Cooperatieve Spaar en Kredietbank GODO	Cooperatieve Spaar en Kredietbank GODO	147918 HL 1
4	Banco Sabadell	DSB	7920148
5.	DSB	DSB	5116384
6	Monsjou		
7	Galiton Consultants S.A.	DSB	7099614
8	Fatum N.V.	DSB	04.33.306

*Note: Details of bank account as shown in the Creditor Statement shall prevail in case of inconsistency.*

**Schedule 1b Details of debts owing to the Shareholder, Ultimate Shareholders and their affiliates and Greenheart Suriname N.V.**

The total liabilities of the Company owing to the Shareholders, Ultimate Shareholders and their affiliates and Greenheart (Suriname) N.V. as at 31 October 2011:

		USD
1	Amount due to Suma Holding	5,248,518
2	Loan from E. Boerenveen	1,341,807
3	Amount due to E. Boerenveen	654,071
4	Amount due to R. Van Bodegraven	108,606
5	Amount due to Suma Trading	65,631
6	Loan from Greenheart (Suriname) N.V. (Note)	1,050,000
	<b>TOTAL</b>	<b>8,618,633</b>

*Note: An additional loan of USD150,000 has been advanced from Greenheart (Suriname) N.V. to the Company after 31 October 2011. It is a requirement under this Agreement that Greenheart (Suriname) N.V. shall assign the loan to the Lender.*

**Bank account details of Suma Holding and E. Boerenveen**

	Creditor	Bank	Account Number
1	Suma Holding	ABN-AMRO	613387406
2	E. Boerenveen	DSB	7920148 (Note)

*Note: Settlement shall be made to the bank account of Noldi Wanda Hermelijn (details: Stg. Noldi Vermogensbeheer Moesingstraat 5 Usd account. 7920148 DSB bank Swift SURBSRPA Henck Arron straat)*

**Schedule 2**

**Address and Facsimile Number for Notification**

<u>Party</u>	<u>Address</u>	<u>Fax number</u>
The Borrower	Nicolaas Gudsstraat #26, Paramaribo, Suriname	+597 453760
The Lender	16/F Dah Sing Financial Centre, 108 Gloucester Road, Wanchai, Kong Kong	(852) 2511 8998



Schedule 3

Notice of Drawing

To: **GREENHEART FOREST SURINAME SUMA LIMITED**

We refer to the loan agreement dated [•] December 2011 (the “**Loan Agreement**”) pursuant to which you have agreed to advance a loan in the principal amount of US\$6,000,000 to us.

We hereby:

- (1) give you notice that we intend to make the drawing of: (i) US\$5,800,000 (the “**First Drawdown Amount**”) on [•]; and (ii) US\$200,000 (the “**Second Drawdown Amount**”) within three months thereafter;
- (2) certify that no Event of Default or condition, act or event which, with the giving of notice or lapse of time or both or the fulfillment of any other condition would constitute an Event of Default has occurred, is continuing or would result from the drawing requested hereunder;
- (3) represent and warrant that the representations and warranties set out in Clause 11 of the Loan Agreement are true and correct on the date hereof with reference to the facts and circumstances now existing, and will be true and correct within three months thereafter with reference to the facts and circumstances then existing;
- (4) confirm that the undertakings set out in Clause 12.1 of the Loan Agreement have at all times been duly complied with, observed and performed; and
- (5) irrevocably direct and authorise you to pay: (i) the First Drawdown Amount in accordance with Clause 2.2 of the Loan Agreement to the bank accounts specified in Schedule 1a and Schedule 1b thereof; and (ii) the Second Drawdown Amount in accordance with Clause 2.3 of the Loan Agreement.

Expressions capitalised and not defined in this Notice of Drawing shall have the meanings attributed thereto in the Loan Agreement.

For and on behalf of  
**SUMA LUMBER COMPANY N.V.**

Name: [•]

Position:



Schedule 4

Form of Creditor Statement

To: Suma Lumber Company N.V. (the "Company")

Dear Sirs

Re: Creditor Statement

I/We, the undersigned, hereby confirm that the Company is indebted to me/us in the sum of [\*] as at [Drawdown Date], including accrued interest (the "Debt"). I/we hereby agree and undertake that upon full repayment of the Debt from the Company [to our bank accounts below] on or before [Drawdown Date], all claims against the Company by me/us shall be compromised, discharged and/or settled and no further claims whatsoever against the Company shall be brought by me/us.

Our bank account details:

Name of bank:

Account number:

Account name:

Swift:

Yours faithfully

[Creditor]

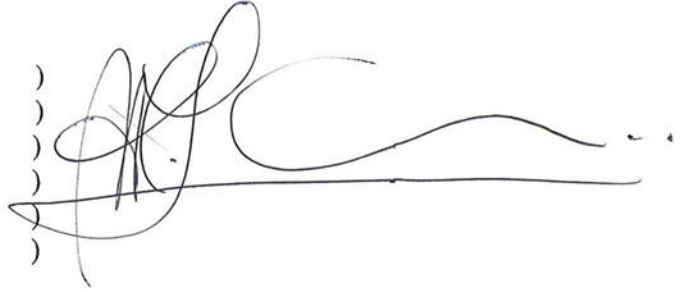


**THE BORROWER**

**SEALED** with the common seal of  
**SUMA LUMBER COMPANY N.V.**  
and **SIGNED** by

for and on its behalf  
in the presence of:

*H. P. Boldewijn*  


)  
)  
)  
)  
)  
)  
)  


**THE LENDER**

**SEALED** with the common seal of  
**GREENHEART FOREST SURINAME**  
**SUMA LIMITED**  
and **SIGNED** by *Ty Wilkinson*

for and on its behalf  
in the presence of:

*H. P. Boldewijn*  


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